

Government of India
Ministry of Communication & IT
DEPARTMENT OF TELECOMMUNICATIONS
OFFICE OF THE CONTROLLER OF COMMUNICATION ACCOUNTS
Haryana Telecom Circle, CTO Compound, Lawrence Road
AMBALA CANTT -133001

BID DOCUMENT

TENDER DOCUMENT FOR HIRING| OF LIGHT COMMERCIAL

VEHICLES FOR THE

O/o THE CONTROLLER OF COMMUNICATION ACCOUNTS, HARYANA

Tender No: CCA/HR/Tender/ Hiring of Vehicle/08-09/ Vol. III

Dated: 03.03.2009

Total No. of Pages - (20)

Price Rs. 100/-

NOTICE INVITING TENDER

Sealed Tenders, in double envelop system, are invited from the prospective vendors for providing of two non-AC Light Commercial Motor Vehicles (Model not older than 2007), of the description given below, to CCA Haryana, as per the terms and conditions.

S. No.	Description	Qty.	Estimated Cost	Earnest Money	Cost of Bid Document
1	SUV, such Innova, Safari Dicor, Scorpio, or equivalent	One	Rs. 4 Lac	Rs. 10000/-	Rs. 100/-
2.	Ambassador Car or equivalent	One			

The **Time Schedule** shall be as under:

Period of sale of Bid Document	Last date & Time for depositing the Tender / Bid	Date & Time of Opening of Tender / Bid	Validity of Tender offer
On all working days, up to 13:00 Hours of 18.03.2009	18.03.09 up to 15:00 Hrs	18.03.09 at 15:30 Hrs	90 days from the date of opening of tender

The duration of contract shall be for a period of one year from the date of award of contract with an option to extend the contract for a further period of six months on the same rate and terms & conditions.

Intending eligible bidders may obtain the Bid Document from CAO (Admn) O/o CCA Haryana, CTO Compound, Lawrence Road, Ambala Cantt-133001, on payment of Rs. 100/- (Rs. One hundred only) (non-refundable) in cash or through crossed Demand Draft drawn on any Nationalized Bank payable at Ambala, drawn in favour of Communication Accounts Officer, O/o CCA, Haryana Telecom Circle, Ambala.

Tender document can also be downloaded from the website www.ccaharyana.gov.in. The downloaded document (without any alteration) shall be treated as valid document for participation in the bid, but **the cost of the bid document** in the form of DD drawn in favor of Communication Accounts Officer O/o Controller of Communication Accounts Haryana Telecom Circle Ambala Cantt is to be enclosed along with requisite Bid Security & other documents, failing which the tender will be rejected, out rightly.

Dy. CCA Haryana
Tel: 0171-2600825

Terms & Conditions

I. Eligibility Conditions

The bidder should own at least one Light Commercial Vehicle (not older than 2007 Model). If the bidder does not own a LCV at the time of bidding he/she has to submit an undertaking in writing that vehicle shall be acquired within 15 days of the finalization of the tender.

2. Documents required to be submitted along with the bid

The bidder shall furnish the following documents along with the bid:

- (i) Document showing ownership of one Light Commercial Vehicle (not older than 2007 Model) or the undertaking as per 1 above
- (ii) Bid Security of required amount in form of Demand Draft or Cash Receipt.
- (iii) Valid Service Tax Registration Certificate. If bidder is not liable to pay the service tax as per law, he/she should submit a self- certificate to that effect.
- (iv) Latest Income Tax return along with copy of PAN card.

Failure to furnish all the required information as per Bid Documents, the bid is liable to be considered as substantially not responsive and may result in rejection.

All the pages of the tender document and certificates should be duly signed by the bidder.

3. Packing of Bid Documents

The Technical Bid along with supporting documents and the Price Bid should be put in two separate sealed covers superscribed as “Technical Bid” and “Price Bid” Both these sealed covers should be put in to another sealed cover superscribed prominently as **“TENDER FOR PROVIDING OF LIGHT COMMERCIAL VEHICLES”** Tenders received without proper sealing are liable to be rejected.

4. Price Bid

- (i) The supplier should quote the rates, the make and the model of vehicle in the prescribed proforma. Rate should be quoted in figures & words without any overwriting, corrections, errors, omissions etc. Any corrections in bid or rate sheet are required to be signed by the bidder otherwise tender may be rejected summarily.
- (ii) The rates quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on account of any changes in input cost. A bid submitted with an adjustable price quotation will be treated as non-responsive and be rejected.
- (iii) Discounts or extra charges, if any mentioned by the bidders shall not be considered.

6. Bid Security (Earnest Money Deposit)

- (i) The bidder must deposit Rs 10000/- (Rupees ten thousands only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of Cash Deposit Receipt / crossed DD from any nationalized bank payable at Ambala in favour of C.A.O. O/o CCA Haryana Telecom Circle, Ambala.

- (ii) The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily in accordance with Clause 10 of Section I and furnishing the performance security.
- (iii) The bid security may be forfeited
 - (a) If the bidder withdraws his bid during the period of validity.
 - (b) If the successful bidder fails to sign contract within a week of the issue of letter of intent.
 - (c) If the successful bidder fails to furnish performance security in accordance with Clause 10 of Section I.
 - (iv) The bid security of the unsuccessful bidder will be returned as early as possible, but not later than 30 days after signing of the contract with successful bidder.

7. Submission of Bid

- (i) The bids should be duly sealed and addressed to CAO (ADMN) O/O CCA, Haryana, and dropped in the Tender Box provided in the O/O CCA Haryana Telecom Circle, CTO Compound, Lawrence Road, Ambala cantt-133001, on or before 15:00 hours of the due date.

8. Tender Opening

- (a) The bids shall be opened in the presence of the bidders or their authorized representatives who wish to be present at the time of opening of bids on due date and time, at their own cost. The Technical Bid shall be opened, first and the **Price bids shall be opened only of those bidders who qualify technically.**

9. Bid Evaluation

9.1 Bids shall be evaluated to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed (all the pages should be signed) and whether bids are generally in order.

9.2 If there is any discrepancy between words and figures, the amount in words shall prevail. Prior to detailed evaluation, CCA, Haryana will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid document, without material deviation. A bid determined as substantially non-responsive will be rejected by CCA, Haryana.

9.3 CCA, Haryana shall evaluate in detail and compare the substantially responsive bids as indicated in the Price Bid in Section V and Evaluation of the bid as per Section VI.

9.4 In case evaluated bid prices of two or more bidders are equal, the offer of the bidder having vehicle of latest Model shall be accepted. In case makes of the vehicle are different and evaluated bid prices are equal the offer of the bidder having vehicle of higher seating capacity/engine power shall be accepted.

10. Performance Security

10.1 The successful bidder shall be required to furnish performance security of Rs.40,000 (Rs. forty thousands only) within two weeks of conveying CCA's intention for accepting the bid.

10.2 Performance Security shall either be submitted in the form of Bank Guarantee issued by a scheduled bank in the Performa provided in Annexure VI of the bid document or equivalent amount will be deducted by the CCA office from the amount payable to the contractor in lieu of the services provided after the conversion of the bid security amount into performance security.

10.3 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for CCA, Haryana to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting in such failure.

11. Award of Contract

CCA, Haryana shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable. The bidder shall within 7 days of the issue of the letter of intent give his acceptance and sign agreement with CCA, Haryana.

12. Right to vary Quantities

CCA, Haryana reserves the right to increase or decrease the required quantity of service without any change in the hiring charges of the offered quantity and other terms and conditions.

13. Signing of Contract

Signing of Agreement shall constitute the award of hiring contract on the bidder.

14. Annulment of Award

Failure of the successful bidder to comply with any of the tender/contract conditions shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event CCA, Haryana may make the award to any other bidder at his discretion or may call for new bids.

15. Right to Accept or Reject

CCA, Haryana shall not be bound to accept the lowest or any other tender and reserves the right to accept or reject any offer.

16. Termination of Contract

16.1 CCA, Haryana may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts by giving 2 (two) clear days notice in writing to the contractor in case of any default by the contractor/service provider and in any of the terms and conditions.

a) If the contractor fails to arrange the supply of any or all of the vehicle(s) within the period specified in the contract or any extension thereof granted by the CCA, Haryana.

b) If the contractor fails to perform any other obligations under the contract agreement, CCA, Haryana may, without prejudice to any other rights under the law or the contract provided, get the hiring done at the risk and the cost of the contractor, in the above circumstances.

16.2 Notwithstanding anything contained herein, CCA, Haryana also reserves the right to terminate the contract at any time or stage during the period of contract, by giving two

days notice in writing without assigning any reason and without incurring any financial liability to the service provider/contractor.

17. Termination for Insolvency

CCA, Haryana may also by giving written notice and without compensation to the service provider/contractor terminate the contract if the service provider becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

19. Miscellaneous Conditions:

19.1 CCA, Haryana reserves the right to counter offer against price quoted by the bidder.

19.2 CCA, Haryana reserves the right to disqualify such bidders for a suitable period who fail to honour their bid without sufficient ground.

20. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of CCA, Haryana as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

21. Arbitration

21.1 In the event of any question, dispute or difference arising under the agreement in connection therewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration appointed by the CCA, haryana. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

21.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

21.3 The venue of the arbitration proceeding shall be the office of CCA, Haryana at Ambala or such other place as the arbitrator may decide.

22. Set-Off (Recovery of Sum Due)

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by CCA, Haryana and set-off

the same against any claim of CCA for payment of a sum of money arising out of this contract or under any other contract made by contractor with CCA, Haryana.

23. Terms of Payment

Payment shall be made within 15 days from the date of receipt of bill in the O/o CCA, Haryana. Monthly bills shall be submitted in duplicate to the CAO (ADMN) O/o CCA, Haryana, Ambala .

24. Duration of the Contract

Normally the contract will be awarded for One year. However, extension for the Six Months/part thereof will be considered keeping in view various factors such as prevailing market rates, satisfactory performance of the firm.

SECTION II
SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of contract shall supplement the General (commercial) conditions of the contract as contained in Section I and wherever there is a conflict, the provisions herein shall prevail over those in Section I.
2. Office of CCA, Haryana, reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
3. Any liability under any Act or Statute shall be of the contractor and under no circumstances shall CCA, Haryana assume responsibility.
4. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labor laws and regulations is the sole responsibility of the contractor. Any breach of such laws or regulations shall be deemed to be breach of this contract.
5. No sub-contracting is permissible.
6. The near relatives of all employees working in office of CCA, Haryana, either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - (a) Members of a Hindu Undivided Family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother son(s),son's wife(daughter- in - law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) husband (brother-in-law).
7. The contractor shall assign the job of driving of hired vehicles to experienced drivers having appropriate license and also assume full responsibility for the safety and security of officers/officials as well as essential store items while running the vehicle by ensuring safe driving. CCA, Haryana shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under Section 29 of IPC and any loss caused to CCA, Haryana have to be suitably compensated by contractor.
8. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, CCA, Haryana will not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs, maintenance, taxes, insurance etc. will be to the contractor's liability.
- 9 Regular checking of meter by the designated transport authority may be done by the contractor and requisite certificate may be shown to CCA, Haryana as and when demanded.
10. Shortage in utilizing the contractual 2000 Kms per month in any particular month will be adjusted over a period of subsequent three months.
11. The toll tax and parking charges only shall be reimbursed on submission of proper receipt/s. This does not include any entry fee or other charges prescribed by any authority.
12. Change of commercial vehicle of same type and model will be allowed on written request and approval of controlling officer showing the reference of previous vehicle & Kms run of that vehicle during that quarter. Old and new vehicle will be considered in continuation for counting shortage in utilizing the contractual 2000 Kms in particular month of that quarter.

13. The vehicle may be used any where in the territorial jurisdiction of Haryana, including Chandigarh and Delhi.
14. Change of other type of vehicle will be allowed during break down of that vehicle and with written approval of controlling officer.
15. No kind of detention will be allowed for public/national holiday. Detention amount will not exceed more than night halt charges.
16. TDS applicable will be deducted from the payable amount of the bill.
17. Driver should not be suffering from any serious/contagious disease.
18. The contractor shall abide by all local/municipal/sate/central laws and regulations.
19. The drivers should be provided working mobile phone at the cost of the contractor, so as to enable the CCA Haryana office to contact them as and when required, during the period of the contract.
20. Payment of all kinds of Government taxes or duties for plying vehicles in Haryana, will be the liability of the contractor.
21. In case the date fixed for the opening of the bids is declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification, bids will be opened on the next working day, time and venue remaining unaltered.
22. Tampering of meter reading, vehicle usage timings overwriting of summary/log book sheets and misbehavior by the drivers while on duty shall be viewed seriously and may lead to even to termination of the contract at the discretion of the CCA, Haryana.
23. The Service provider/contractor shall not engage any person below the age of 18 years.
24. Contractor shall not display the name of government of India during the period vehicle is not in use in the office.
25. The driver should be in proper dress as prescribed by the competent authority.
26. During night halt the contractor/driver will have to make his own arrangement for stay. This office shall not be responsible for anything whatsoever

SECTION IV

SERVICES TO BE PROVIDED

1. Service: Provision of commercial vehicles with licensed drivers, registered commercial vehicles on hiring basis for running in Haryana, including Chandigarh and Delhi.
2. Contract Period: Under normal circumstances the contract shall be valid for a period of one year from date of signing of agreement. However, contract may be extended for further period up to SIX MONTHS if agreed by the contractor and the CCA, Haryana on the same rate and terms and conditions.
3. Quantity: Estimated number of vehicles to be hired is Two However it should be clearly noted that Office of CCA, Haryana shall place the order only as per the actual requirement from time to time.
4. Duty hours: Though generally there is five days week in the office but vehicle can be requisitioned on non working days also.
5. Notice: 1) Telephonic intimation shall also be considered as notice.
- 6 (a) Reporting Place: Any place within the jurisdiction of the Office of CCA, Haryana. Actual place of reporting shall be specified by users of vehicles.

(b) Jurisdiction: Vehicle shall be required to run to any station within the territorial jurisdiction of Haryana.
7. Counting of Distance: When vehicle is in use for actual journey by officers of CCA, Haryana
8. Accuracy of Meter reading: The accuracy of meter reading should tally with the actual distance of run at any instant and controlling / authorized officer shall have full power to check up the meter for its correctness and to take action to recover the actual loss to the Office of CCA, Haryana.
9. Penalties: **I) In case of break down, vehicles have to be replaced by other immediately or within not more than one hour. In case of non availability of suitable vehicle a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 300/- per break down shall be imposed.**

- II) **In case of non-availability of vehicles penalty of Rs.500/- per day shall be imposed in addition to deduction at pro-rata basis for that day.**
- III) **In case of non- availability of vehicles during extra hours Penalty of Rs.200-/ per occasion shall be imposed.**
- IV) **In case of meter found faulty, one month's wages shall be deducted as penalty. The vehicle with faulty meter should be repaired immediately or vehicle should be replaced till the meter is rectified. The controlling / authorized officer shall have full powers to check up the meter and to take action to recover the actual loss to the CCA, Haryana.**

10. Special
- I) Intending bidder must have a telephone where requisition of Vehicles can be conveyed all the 24 hrs. Telephone Number must be specified in the bid.
 - II) Payment of any Govt. tax including service tax or duty for plying the vehicles in the service area will be liability of contractor.
 - III) Parking and Toll charges, if any, may be claimed by producing the Parking / Toll slips.
 - IV) The improper conduct of the contractor/driver shall be sufficient reason for termination of the contract and engage another vehicle from the market at the risk and cost of the contractor.

SECTION V
Price Bid

SUV Vehicle

Make and Model of LCV.....

	Items	Rate in Words	Rate in Figures
1.	Rate for first 2000 Kms per month		
2.	Rate beyond 2000 Kms	Rs..... per Km	Rs..... per Km
3	Outstation night halt charges	Rs.....per night	Rs.....per night

Car

Make and Model of LCV.....

	Items	Rate in Words	Rate in Figures
1.	Rate for first 2000 Kms per month		
2.	Rate beyond 2000 Kms	Rs..... per Km	Rs..... per Km
3	Outstation night halt charges	Rs.....per night	Rs.....per night

Note: Rates should be inclusive of all taxes/duties (Central, State, and Municipal)

Signature of the Bidder:

Name of the Bidder:

Date:

SECTION VI

EVALUATION FORMULA:

Sr. No.	Particulars (A)	Approx. Quantity (B)	Total (A*B)
1.	Rate for first 2000 Kms per month	1	
2.	Rate beyond first 2000 Kms	200 Kms	
3	Outstation night halt charges	1	
		Total Evaluated Cost	

Total Cost of Bid:

SECTION VII

BID FORM

Tender No.: CCA/HR/Tender/Hiring of Vehicle/08-09/ Vol.II Dated: 12/08/2008

To,

Controller of Communication Accounts
Haryana Telecom Circle
CTO Compound,
Lawrence Road, Ambala

Dear Sir,

1. Having accepted the conditions of contract and services to be provided we, the undersigned, offer to provide commercial vehicle in conformity with the conditions of contract and specifications for the sum shown in the price bid attached herewith and made part of this bid.
2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamp etc. and agreement will be binding on us.
3. If our bid is accepted, we agree to our EMD being converted as performance guarantee and the rest of the amount may be deducted in equal monthly installments from our bill as Performance security for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid Opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated thisDay of 2009

Signature of

In Capacity of

Duly authorized to sign the bid for and behalf of

Witness.....

Address

Signature

DECLARATION

“I/We hereby declare that I/We have carefully gone through the terms & conditions of tender notice No. CCA/HR/Tender/Hiring of Vehicle/08-09/ Voi.III Dated: 11.02.2009 in detail and agree to the rates submitted by me/us in the Price Bid and I/We agree in full”.

1) Signature of the Party: _____
Full Name in Block Letters _____

Capacity in which the Tender is signed: _____

2) Full Address: _____

Telephone Number: Office _____
Res. _____

BIO DATA OF THE PARTY

- 1) Name & Address of Firm/Party: _____

Telephone Number (O) _____
(R) _____
- 2) Whether it is Proprietorship or Partnership _____
- 3) Full Name(s) of Proprietor or Partners _____
(Attested copies of partnership deed
should invariably be attached) _____
- 4) Permanent Account Number (Income Tax) _____
- 5) Sales Tax Registration Number of the Firm/Party _____
- 6) Reference Number of Tender Offer of the Firm/party _____

CERTIFICATE

I _____, S/o _____, R/o _____ hereby certify that none of my relative(s) as defined in Section- III Clause 5 of tender document is/are employed in CCA Haryana unit of DOT as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, CCA, Haryana shall have the absolute right to take any action as deemed fit, without any prior information to me.

Signature _____
(For and on behalf of the contractor)

Name _____

Place _____

Date _____

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach O/o CCA, Haryana on or before date of bid opening)

To,

Controller of Communication Accounts
Haryana Telecom Circle
CTO Compound,
Lawrence Road, Ambala

Sub: Authorization for attending bid opening on _____ (date) in the tender of

Following person is authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder)

Name of the Representative

Specimen Signature

1. _____

Signature of the Bidder

Maximum one representative will be permitted to attend the bid opening. Permission for entry to the venue of bid opening may be refused in case authorization as prescribed above is not received.

PERFORMA OF PERFORMANCE BANK GUARNTTEE

1. In consideration of Controller of Communication Accounts, DoT, Haryana (hereinafter called CCA Haryana) having agreed to exempt _____ (hereinafter called the said Service Provider(s) from the demand of security deposit/earnest money of Rs _____/- on production of Bank Guarantee for Rs _____/- for the due fulfillment by the said service provider of the terms and conditions to be contained in an Agreement in connection with the contract for the supply of _____ we, (name of the bank) _____ (hereinafter referred to as “the bank”) at the request of _____ service provider’s do hereby undertake to pay to CCA, Haryana, an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the CCA, Haryana, by reason of any breach by the said service provider’s of any terms & conditions contained in the said agreement.
2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the CCA, Haryana stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the CCA, Haryana, reason of breach by the said service provider’s of any of the terms & conditions contained in the said agreement or by reason of the service providers 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 where the decision of the CCA, Haryana in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____/-.
3. We undertake to pay to the CCA, Haryana, any money so demanded notwithstanding any disputes raised by the service provider(s)/suppliers in any suit or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider(s) /supplier(s) shall have no claims against us for making such payment.
4. We (name of the bank) _____ further agree that the guarantee therein contained shall remain in force and effect immediately for a period of one year from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the CCA, Haryana under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till CCA, Haryana certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said service provider(s) and accordingly discharges this guarantee.
5. We (name of the bank) _____ further agree with the CCA, Haryana that the CCA, Haryana shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & 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 to time any of the powers exercisable by the CCA, Haryana, against the said service provider(s) and to forbear or enforce any of the terms & 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 service

- provider(s) or for any forbearance, and or any omission on the part of CCA, Haryana, or any indulgence by the CCA, Haryana, to the said service provider(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. This guarantee will not be discharged due to the change in the constitution of the bank or the service provider(s) /supplier(s).
 7. This guarantee shall be irrevocable and the obligations of the bank herein shall not be conditional to any prior notice by the CCA, Haryana.

Dated: _____

For _____
(Indicating the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act