

## NOTICE INVITING TENDER

(Tendering Document No : JIL-YEW/NIT/2023/06)

1.1 Sealed item rate tenders in the prescribed form are hereby invited by **Jaypee Infratech Limited** (hereinafter will be called as “**Client**”) for the work as detailed below.

- i) **Name of work** : Balance Civil & Plumbing including Repairing works at Staff Accommodation Room, Motel, Public Toilet and Septic Tank at Facility KM 100+000 RHS, 107+000 LHS & 151+000 RHS along Yamuna Expressway.
- ii) **Completion Period** : **6 Months**
- iii) **Earnest Money Deposit** : **Rs. 1,37,000/-** (in the form of DD / BG valid for 90 days)
- iv) **Last Date, Time & Address for submission of tender documents** : On or before **29<sup>th</sup> July, 2023 upto 3.00PM** at Jaypee Infratech Limited, Contract Division, J Block, sector-128, Noida
- v) Tenders may also be submitted through email with **password protected file** at **tendering@jilindia.in**  
**Note:** Tenderer will send password only after written intimation; if any tender is received without password protected file or password is received before our written intimation, that tender will be rejected.
- vi) **Date and time of opening of Technical bid** : 31st July, 2023 at 11.30 AM
- vii) **Date and time of opening of Financial bid** : to be intimated later

The tender document can be downloaded from website [www.jaypeeinfratech.com](http://www.jaypeeinfratech.com) “Corrigendum, if any, would appear only on the website and not to be published in any News Paper”.

### 1.2 **Minimum Eligibility Criteria:**

The interested bidders should meet the following minimum qualifying criteria:

#### **A. Work Experience:**

- i) Experience of having successfully completed similar works (Civil & Plumbing works) during the last 5 years ending previous day of last date of submission of tenders as under:
  - a) For single work of value equal or more than INR 54.84 Lakh  
Or
  - b) For two works of value equal or more than INR 34.28 Lakh (each)  
Or
  - c) For three works of value equal or more than INR 27.42 Lakh (each)  
Above amounts are inclusive of GST.

The experience in similar nature of work should be supported by copy of work order and certificates issued by the client's organisation for successful completion of work. If the work experience is of Private sector the completion certificate shall be supported with copies of Letter of Award and copies of Corresponding TDS Certificates.

In the case of running work up to date quantity has been executed and amount paid as per TDS Certificate endorsed by client shall be submitted.

ii) Joint venture / consortia of firms / companies shall not be allowed, and the bidders should meet the above criteria themselves.

iii) Certificates of Subsidiary/Group Companies:

Any company/firm while submitting tender can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified based on experience of the parental company/group company/Own works shall not be considered. In case of a Company/firm, formed after merger and/ or acquisition of other companies/firms, experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

iv) Foreign Certificate:

(a) In case the work experience is for the work executed outside India, the bidders must submit the completion/experience certificate issued by the owner duly signed & stamped and affidavit to the correctness of the completion/experience certificates. The contractor shall also get the completion/experience certificates attested by the Indian Embassy/Consulate/High Commission in the respective country.

In the event of submission of completion /experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/consulate / High Commission in the respective country.

(b) For the purpose of evaluation of Bidders, the conversion rate of such a currency into INR shall be the daily representative exchange rate published by the IMF as on 7 (Seven) days prior to the Last Date of Submission of tender including extension(s) given if any.

#### **B. Financial Strength:**

i) The Average annual financial turnover during last 5 years ending 31<sup>st</sup> March of previous financial year shall be at least Rs. 34.28 Lakh (Rupees Thirty Four Lakh Twenty Eight Thousand) including GST. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal / signatures and registration number.

In case of Companies/Firms less than 5 years old, the Average annual financial turnover shall be worked out for the available period only.

ii) Net Worth of the company /firm as on last day of preceding Financial Year should be positive.

iii) The Bidder should at least have earned profit in minimum one year in the available last three consecutive balance sheets.

The bidders are required to submit page of summarised Balance Sheet (Audited) and page of summarised Profit & Loss Account (Audited) for last three years.

- C) The Bidder have never abandoned or left work incomplete in last 5 Years. During course of tendering if it is found that the Bidder have abandoned or left work incomplete in last 5 Years, the bidder will automatically be disqualified from bidding process.
- D) Should have valid labour license and be registered with ESIC and EPF. Copies of license and registrations required to be submitted.

1.3 The site for the work is available. Tenderers are requested to visit the existing site before submitting their bids.

1.4 **Acceptance of the tender** will rest with the Client, who does not bind itself to accept the lowest tender and reserves to itself the right and authority to reject any or all the tenders received or cancel/withdraw the invitation for bid without assigning any reason whatsoever thereof. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

The Client reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. Such a step shall not constitute a breach of contract and the contractor is bound to accept the portion of work as offered by the Client after split up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by the Client on this account.

1.5 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection.

1.6 On acceptance of the tender, the name of the accredited representatives of the successful tenderer who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge within 7 days after the date of written order to commence work.

1.7 **Earnest Money Deposit (EMD) :** Tenderer shall deposit earnest money of **Rs.1,37,000/-** (Rupees One Lac Thirty Seven Thousand only) in the form of Demand Draft along with the Tender in favour of M/s Jaypee Infratech Limited., payable at Noida. Bank Guarantee with a validity of 90 days of the above amount may also be submitted as EMD.

Earnest Money Deposit (EMD) is an amount of money deposited as an assurance or guarantee (deposited in DD / BG) by the contractor to keep his offer/tender for consideration and to confirm his intention to take up the work if accepted in his favour for execution. In case where a contractor/tenderer fails (or denies) to accept the contract awarded to him, the earnest money is forfeited by the department/owner. Earnest money

deposited by all the contractors, except of the three lowest tenders, shall be returned back within a week from the date of acceptance of the tenders. Earnest money of IInd and IIIrd lowest should also be returned within 15 days of the acceptance of the tender by the 1st lowest tenderer.

The earnest money of the 1st lowest tenderer, whose tender is accepted, shall be retained by the department as a part of the Security Money.

#### 1.8 **Validity of Tenders :**

Tenders shall remain valid for a period of **Ninety (90) Days** from the last date of receipt of tenders.

During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

In exceptional circumstances, prior to expiry of the original time limit, the Client can ask the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing.

If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable then the Client shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

1.9 If it is found that the tender is not submitted in proper manner or contain too many corrections or absurd rates of amounts, it would be open for Owner to take suitable action against the tenderer.

1.10 The successful tenderer shall comply with the provisions of the Apprentices Act, 1961, and the rules and order issued there from time to time. If he fails to do so, his failure will be a breach of the Contract and the Owner may in his discretion cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

1.11 Unsealed tenders will be summarily rejected. The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done based on documents submitted by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information will be rejected

1.12 Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of grounds working conditions including space for stacking of materials, installations of T&P etc. conditions affecting accommodations and movements of labour etc. required for the satisfactory execution of the Contract. No claim whatsoever on such account shall be entertained by Owner in any circumstances.

- 1.13 The tenderer should read the specifications and study the tender drawings carefully before submitting the tenders.
- 1.14 The tenderer should verify all plans, elevations and sections shown in the drawing and in case of doubt about required particulars which may in any way influence his tender, same may be got clarified from the issuing authority of tender before submitting the tender. No allowance whatsoever will be made beyond the Contract for any alleged ignorance thereof.
- 1.15 The site for execution of the work will be made available, as soon as the work is awarded.
- 1.16 The tender documents has the specific terms and conditions on which tenders are required. Hence, all tender should be in strict conformity with the tender documents and should be filled in where ever necessary and initialed. Incomplete tenders are liable to be rejected. The terms and conditions of the tender documents are firm as such conditional tenders are liable to be rejected.
- 1.17 RATES:
- i) The tender should contain not only the rates but also the value of each item of work entered in the prescribed column of the schedule of quantities and all the items should be totaled up in order to show the aggregate value of the entire work. When the rates quoted by the tenderer and the amount is not worked out correctly, the rate quoted by the tenderer will be taken as correct and not the amount.
  - ii) Rates quoted shall be inclusive of the cost for removal all stores, working yards, labour hutments after completion of work/instructed by Employer from time to time or before final payment. He will also clean all rubbish, debris, leveling filling if any so as to leave site in clean and tidy conditions for other works/contractors as directed by Project-in-charge.
  - iii) Rates quoted shall include provision of all scaffolding, tools, shuttering materials and all other equipment generally required for proper execution of the work.
  - iv)
    - (a) GST shall be paid extra over accepted rates.
    - (b) Rates shall be inclusive of Labour cess @ 1% of the Contract value
    - (c) All other taxes , lavies, octroi, if any, in respect of this contract shall be payable by the successful tenderer and the Client will not entertain any claim whatsoever in this respect. In the event of non-payment/defaulting in payment of any octroi, royalty, Labour cess, or any other levy/tax including labour wages and provident fund dues etc. by the successful tenderer , owner reserves the right to withhold the dues / payment and make payments to the Local /State /Central Govt. Authorities or to labourers as may be applicable and same shall be adjusted from the amounts due to successful tenderer .
- 1.18 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, materials and other inputs involved in the execution of the items.

1.19

**List of Documents to be scanned, uploaded or to be submitted in hard copy within the period of tender submission:**

Demand Draft / BG of any Nationalized or all Commercial Scheduled Bank against EMD.

Unconditional Letter of Acceptance of Tender Conditions (Annexure-C) - in original on Letter Head of the Applicant/ Bidder.

Details of Experience for similar works - FORM-A.

Enclose work Certificates as evidence – FORM-B.

TDS details for Private Sector Projects - FORM-C.

Financial Details- FORM-D.

General Information – Form-E

Registration Details of the contractor in the GST Act– Form-F

Copies of EPF registration/ PAN NO.

Power of Attorney of the person authorised for signing/submitting the tender.

All pages of the entire tender documents including Corrigendum (if any) duly signed by the authorized person.

**NOTE:**

All the uploaded documents should be in readable, printable and legible form failing which the Bids are liable for rejection. The document submitted in hard copy should be indexed and duly page numbered.

TENDERER'S SIGNATURE

MEMORANDUM

| Sl. No. | Description                         | Cl. No. of NIT/ Clauses of Terms & Condition of Contract (TCC) | Values/Description to be Applicable for Relevant Clause(s)  |
|---------|-------------------------------------|--|---|
| 1)      | Name of Work                        | TCC/1  | Balance Civil & Plumbing including Repairing works at Staff Accommodation Room, Motel, Public Toilet and Septic Tank at Facility KM 100+000 RHS, 107+000 LHS & 151+000 RHS along Yamuna Expressway. |
| 2)      | Client/Owner                        |  | Jaypee Infratech Limited (JIL)  |
| 3)      | Type of Tender                      |  | Item rate tender  |
| 4)      | Earnest Money Deposit               | NIT/1.7  | Rs 1,37,000 (DD / BG)   |
| 5)      | Time allowed for Completion of Work | TCC/3  | 6 Months  |
| 6)      | Mobilization Advance                | TCC / 11   | 10% of contract value against submission of Bank Guarantee of equivalent amount.  |
| 7)      | Validity of Tender                  | NIT / 1.8  | 90 (Ninety) Days  |
| 8)      | Taxes                               | TCC / 8  | GST shall be paid extra as applicable.<br><br>All other taxes including Labour Cess, Royalties, duties, lavies shall be included in the quoted rates.   |
| 9)      | Security Deposit / Retention Money  | TCC / 12   | 5% (Five Percent Only) of the gross value of each running/final bill.   |
| 10)     | Time allowed for starting the work  | TCC / 2  | The date of start of contract shall be reckoned from 5th day after the date of issue of Work Order.   |
| 11)     | Escalation                          | TCC / 15   | No escalation shall be applicable on this contract  |
| 12)     | Defect Liability Period             | TCC /14  | 12 (Twelve) months from the date of taking over of the works by the JIL.  |

**ACCEPTANCE OF TENDER CONDITIONS**

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized officer having power of attorney)

Jaypee Infratech Limited,  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Name of the work & NIT No.:**

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) I/We have viewed and read the terms and conditions of this Tender documents carefully. I/We have submitted the following documents:
  - a) Notice Inviting Tender
  - b) Terms and Conditions of Contract
  - c) Technical Specifications & Drawing if any
  - d) Bill of Quantities (Annexure-A)
  - e) Memorandum (Annexure-B)
  - f) Acceptance of Tender Conditions (Annexure-C)
  - g) Details of Experience for similar works - FORM-A
  - h) Work Experience Certificates Form-B.
  - i) TDS details for Private Sector Projects - FORM-C
  - j) Financial Details- FORM-D
  - k) General Information – FORM-E
  - l) Registration Details of the contractor in the GST Act– Form-F
  - m) Addendum/Corrigendum, if any- Duly signed by authorized person
- iv) I/we have uploaded the mandatory scanned documents such as EMD and other documents as per Notice Inviting tender AND I/We agree to submit EMD and other documents in physical form in the form and manner as described in NIT.
- v) Should this tender be accepted, I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay JIL, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.
- vi) If I/we fail to commence the work within 10 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement as per relevant Clause of Contract, I/we agree that JIL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

**Yours faithfully,**  
(Signature of the tenderer with rubber stamp)

Dated \_\_\_\_\_

Tender for: .....

## MANDATORY INFORMATION DOCUMENTS:

DETAILS OF WORK EXPERIENCE CERTIFICATES

(Details to be filled online also)

| S. No | Name of work and its location | Name of Client | Date and No. of Completion Certificate | Date of Start | Date of Completion | Cost of Work on completion | Value of TDS in case of Private Work |
|-------|-------------------------------|----------------|--|---------------|--------------------|----------------------------|--------------------------------------|
| 1.    |                               |                |  |               |                    |                            |                                      |
| 2.    |                               |                |  |               |                    |                            |                                      |
| 3.    |                               |                |  |               |                    |                            |                                      |

1. Certified that the Completion Certificates of above works are enclosed with the Tender Documents.
2. Details mentioned in the above Form are as per Completion Certificates and have not been presumed.
3. If any detail is not mentioned in the Work Completion Certificate, documentary proof of the details like drawings, LOA, BOQ, completion certificate/occupation certificate, copy of final bill, etc. is to be submitted and uploaded on Tender Website along with the Completion Certificate.

Signature of Bidder with Seal

Name of the Client with Address, email & phone no.

Dispatch No.....

Date: .....

WORK EXPERIENCE CERTIFICATE

Name of Contractor \_\_\_\_\_

|     |   |             |           |      |      |
|-----|---|-------------|-----------|------|------|
| 1   | Name of work / project & Location                           |             |           |      |      |
| 2   | Name and Address of the Clients                             |             |           |      |      |
| 3   | Agreement Amount  |             |           |      |      |
| 4   | Cost of work on completion                                  |             |           |      |      |
| 5   | Date of start   |             |           |      |      |
| 6   | Stipulated date of completion                               |             |           |      |      |
| 7   | Actual date of completion                                   |             |           |      |      |
| 8   | Amount of compensation levied for delayed completion if any |             |           |      |      |
| 9   | Type of Work  |             |           |      |      |
| 13  | Performance report  | Outstanding | Very Good | Good | Poor |
| (a) | Quality of work   |             |           |      |      |
| (b) | Resourcefulness   |             |           |      |      |
| (c) | Financial soundness   |             |           |      |      |
| (d) | Technical proficiency                                       |             |           |      |      |
| (e) | General behaviour   |             |           |      |      |

Date Name & Designation  
Signature with Seal  
Of issuing Authority

TDS DETAILS FOR PRIVATE SECTOR PROJECTS

(Details to be filled online also)

| S. No. | Name of Work | Name of Clients | Project Cost in Lakh (Rs) | No. And Date of Completion Certificate | Cost of the work on completion in Lakh (Rs) | Payments Received as per TDS In Lakh (Rs) | TDS Corresponding to the Payments | Year wise TDS as per Form-26AS/Form 16A relating to the work |
|--------|--------------|-----------------|---------------------------|--|---|---|-----------------------------------|--|
| 1.     |              |                 |                           |  |   |   |                                   |  |
| 2.     |              |                 |                           |  |   |   |                                   |  |
| 3.     |              |                 |                           |  |   |   |                                   |  |

Note: Value of Work done will be considered commensurate with value of TDS Certificates.

In case of multiple contracts undertaken from a client, details of TDS/Form- 26AS for each work mentioned above need to be segregated and given separately.

This form needs to be supported with Form-26AS taken in HTML format or Form -16A.

Signature of Bidder with Seal

Signature of Chartered Accountant  
With Stamp and Membership Number

FINANCIAL DETAILS(Details to be filled online also)

Tender For: .....

## MANDATORY INFORMATION DOCUMENTS:

| S.No. | Description  | 1 <sup>st</sup> FY<br>Rs.<br>(In Lacs) | 2 <sup>nd</sup> FY<br>Rs.<br>(In Lacs) | 3 <sup>rd</sup> FY (&<br>last) FY<br>Rs. (In<br>Lacs) |
|-------|--|--|--|---|
|       |  | a                                      | b                                      | C   |
| i.)   | Profit/Loss  |  |  |   |
| ii.)  | Gross Annual Turnover of Previous 3 financial years ending as on last day of the preceding Financial Year. |  |  |   |
| iii.) | Average Annual Turnover for previous 3 financial years (Rs. In Lacs) =<br>(a+b+c)/3                        |  |  |   |
| iv.)  | Net Worth (paid up capital + reserves) as on last day of the preceding Financial Year.                     |  |  |   |

1. Summarised page of Audited Profit & Loss Account of previous three Financial Years duly certified by the chartered account, is to be submitted.

2. Summarized page of Audited Balance Sheet of last Financial Year (ending on last day of the preceding Financial Year) duly certified by the chartered account, is to be submitted.

Note: This Form-C is to be submitted in original.

Signature of Chartered  
Accountant with Seal

Seal and Signature  
of bidder

## GENERAL INFORMATION

|    |  |  |
|----|--|--|
| 1. | Name of Applicant/Company  |  |
| 2. | Address for correspondence   |  |
| 3. | Official e-mail for communication  |  |
| 4. | Contact Person:<br><br>Telephone Nos.<br><br>Fax Nos.<br><br>Mobile  |  |
| 5. | Type of Organization:<br>a) An individual<br><br>b) A proprietary firm<br><br>c) A firm in partnership<br>(Attach copy of Partnership)<br><br>d) A Limited Company<br>(Attach copy of Article of Association)<br><br>e) Any other (mention the type) |  |
| 6. | Place and Year of Incorporation  |  |
| 7. | Name of Directors/Partners in the organization   |  |
| 8. | Name(s) and Designation of the persons ,<br>who is authorized to deal with JIL<br>(Attach copy of power of Attorney)   |  |
| 9. | Bank Details : Name of Bank, Address of<br>Bank Branch, Account No., RTGS, IFS Code  |  |

Signature of Bidder with Seal

| GST Registration Details of Contractor/Vender                      |  |
|--|--|
| Name   |  |
| Address (As per registration with GST)                             |  |
| City   |  |
| Postal Code  |  |
| Region/State (Complete State Name)                                 |  |
| Permanent Account Number   |  |
| GSTIN ID/Provisional ID No.:<br>(copy of Acknowledgement required) |  |
| Type of Business (As per registration with GST)                    |  |
| Service Accounting Code/HSN Code:                                  |  |
| Contact Person   |  |
| Phone Number and Mobile Number                                     |  |
| Email ID   |  |
| Compliance Rating (if updated by GSTN)                             |  |

## **PROFORMA OF BANK GUARANTEE (FOR MOBILIZATION ADVANCE)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Jaypee Infratech Ltd,  
Sector 128, Noida-201304  
Uttar Pradesh

- 1.0 In consideration of the Jaypee Infratech Limited, having its Registered Office at Sector 128, Noida- 201304, Uttar Pradesh (hereinafter called "JIL" which expression shall unless repugnant to the subject or context include his successor and assigns) having agreed under the terms and conditions of Contract No.....dated..... made between..... and JIL in connection with..... (hereinafter called "the said contract") to make at the request of the Contractor a Mobilization Advance of Rs..... for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to JIL, we the..... Bank Ltd., (hereinafter referred to the "the said Bank") and having our registered office at..... do hereby guarantee the due recovery by JIL of the said advance as provided according to the terms and conditions of the Contract. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from JIL stating that the amount claimed is due to JIL under the said Agreement. Any such demand made on the.....shall be conclusive as regards the amount due and payable by the.....under this guarantee and..... agree that the liability of the .....to pay JIL the amount so demanded shall be absolute and unconditional notwithstanding any dispute or disputes raised by the Contractor and notwithstanding any legal proceeding pending in any court or Tribunal relating thereto. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... which shall be valid up to .....
- 2.0 We ..... Bank further agree that JIL shall be the sole judge of and as to whether the amount claimed has fallen due to JIL under the said agreement or whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by JIL on account of the said advance together with interest not being recovered in full and the decision of JIL that the amount has fallen due from contractor or the said Contractor has not utilized the said advance or any part thereto for the purpose of the contract and as to the amount or amounts of loss or damage caused to or suffered by JIL shall be final and binding on us.
- 3.0 We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect till the said advance has been fully recovered and its claims satisfied or discharged and till JIL certify that the said advance has been fully recovered from the said Contractor, and accordingly discharges this Guarantee subject, however, that JIL shall have no claims under this Guarantee after the said advance has been fully recovered, unless a notice of the claims under this Guarantee has been served on the Bank before the expiry of the said Bank Guarantee in which case the same shall be enforceable against the Bank.
- 4.0 JIL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity from time to time to vary any of the terms and

conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or the advance or securities available to JIL and the said Bank shall not be released from its liability under these presents by any exercise by JIL of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of JIL or any indulgence by JIL to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the bank from its such liability.

5.0 It shall not be necessary for JIL to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which JIL may have obtained or obtain from the Contractor or shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6.0 We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of JIL in writing and agree that any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

Dated this .....day of.....

For and on behalf of Bank

(NAME AND DESIGNATION)

Dated: