

MOTILAL NEHRU COLLEGE

(University of Delhi South Campus, Benito Juarez Marg, New Delhi-21) Tender Notice for Housekeeping Services

Sealed Items rate tenders in two bid system (technical Bid and Financial Bid) are invited by the Principal, Motilal Nehru College for housekeeping services at Motilal Nehru College for the year 2018-2019 from reputed housekeeping contractors who have executed three similar works costing not less than 10 lakhs per annum or two similar works costing not less than 15 lakhs per annum or one similar work costing not less than 20 lakhs in the last three years.

Tenders shall furnish proof of satisfactory completion of such work issued by the client along with their full company profile including list of T&P, supervisor and other staff, PAN No. and Tin No. Technical bid shall be opened first and after evaluation and finalization of technical bid, the list of eligible contractors shall be prepared and financial bid of the short-listed contractors shall be opened. Tender documents can be obtained from the office of Principal Motilal Nehru College, University of Delhi, South Campus, Benito Juarez Road, South Campus, New Delhi-110021) from during working hours on payment of Rs.1000/- by DD in favor of "Principal Motilal Nehru College"

Earnest Money Deposit	50000/- (Rupees Fifty Thousand only)
Last Date of Sale of Teacher	16.08.2018 up to 1.00 p.m.
Last Date of Submission of Tenders	16.08.2018 up to 3.00 p.m.
Date of Opening of Technical Bid	17.08.2018 at 2.30 p.m.
Date of Finalization of Technical Bid	20.08.2018
Date of Opening of Financial Bid	21.08.2018

Note : Tender Document can also be download from the college website <http://www.mlncdu.ac.in/> and Delhi university Website www.du.ac.in Downloaded tender shall accompany a DD of Rs.1000/- drawn in favour of principal motilal Nehru College, as cost of tender (Non-refundable). Downloaded tender documents shall be spiral bound before submission. Loose, Staped or incomplete bid documents will be rejected.

M. Singh 25/07/18
Acting Principal
Motilal Nehru College Benito
Juarez Road South Campus,
New Delhi-110021)
(University of Delhi)
Benito Juarez Marg
New Delhi-110021

MOTILAL NEHRU COLLEGE
(University of Delhi South Campus, Benito Juarez Marg,
South Campus, New Delhi-110021)

NOTICE INVITING TENDERS (NIT) FOR HOUSEKEEPING SERVICES

TENDER DOCUMENTS

1. MOTILAL NEHRU COLLEGE University of Delhi New invites 'SEALED BIDS' for housekeeping services from reputed agencies fulfilling the criteria laid down in Technical Bid format at Annexure-2. The format for financial Bid at Annexure-3. The contract period will initially be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis by another two years.
2. The bids are to be sent in two parts- one sealed envelope superscripted as 'Technical Bid' giving details in the format as per Annexure-1 and second envelope superscripted as 'Financial Bid' in the format at Annexure-3. The two sealed envelopes as above will be placed in another sealed envelope superscripted as 'BID FOR HOUSE KEEPING SERVICES'. The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to:-

The Principal
Motilal Nehru College: Benito Juarez Marg,
South Campus, New Delhi-110021
3. The sealed bids will be received d by Motilal Nehru College up to 16.08.2018 up to 3.00 P.M . Any bid Motilal Nehru College received after the prescribed deadline shall not be considered irrespective of rates. The techno-Commercial bids will be opened on the same date i.e 17.08.2018 at 2:30 P.M in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed prequalification criteria will be notified separately.
4. Earnest Money (EMD) of 50000/- (Rupees five Thousand Only should accompany the techno-Commercial bid document. The EMD shall be paid in the form of Demand Draft/banker Cheque from nationalized bank\Scheduled commercial bank in favour of "The Principal, Motilal Nehru College" payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected by MOTILAL NEHRU COLLEGE.



5. The EMD shall be forfeited:
 - a) If the bidder withdraws his bid during the period of bid validity
 - b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
6. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Guarantee.
7. The bid shall remain valid for the period of 3 Months from the date of receipt of the bid.
8. The Bidder should inspect the site filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alterations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the bidder in the tender Document wherever required.
9. The bidding firm has to give a self-certified certificate that it has not been blacklisted by any Central Government Department /State Govt./Autonomous Body/PSU/Banks, etc. If it is subsequently found that the bidding firm has given false information or facts has suppressed facts or manipulated the documents. Etc. The earnest money /security /deposit of the firm / Agency will be forfeited and the bid/contract will be rejected/ cancelled.

RATES AND PRICES

9.1 Bidders should quote the rates in the format given at Annexure-3 . Incomplete bids will summarily be rejected . All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writing are permissible.

9.2 All statutory duties and taxes (including excise and customs) VAT and other may be clearly specified. Prices quoted shall be firm and including all taxes whatsoever may be. Any variation in rates, prices or terms during validity of the offer shall require forfeited of the EMD.

9.3 No additional freight or any other charges , etc would be payable.



TERMS OF PAYMENT

Payment will be released on monthly basis within a fortnight after receipt of bill and certification by Administration Wing that the services provided during the month are satisfactory.

LIQUIDATED DAMAGES

MOTILAL NEHRU COLLEGE reserves the right for termination of the contract at any time by giving one month notices. If the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by MOTILAL NEHRU COLLEGE from Security Deposit or pending bill or by raising a separate claim

DEDUCTION FOR EXPECTATIONS

The Deductions shall be made for the following jobs, if missed as exception .
Such exceptions will duly be conveyed to the contractor by MOTILAL NEHRU COLLEGE in writing.

- i) Not properly carrying out the jobs as defined for 'daily' – 2%(each exception) on 'monthly'
- ii) Not properly carrying out the jobs as defined for wekkly – 3%(each exception) on 'monthly'.

However if the exception becomes general practices , action will be initiated as per clause 11 above.

PERFORMANCE OF GUARANTEE

- 12.1. The successful bidder shall furnish a performance guarantee for an amount equal to ten (10 percent of the annual awarded value, within 10 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.
- 12.2. EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee toward full Security Deposit in the valid format. EMD of unsuccessful bidders shall be discharged after award of the work to the successful bidder and signing of contract thereof.
- 12.3. The performance guarantee provided by the successful bidder may be in the form of a bank guarantee from nationalize bank(as per format given in Annexure-4) which should be valid for one year from the date of award.



CONCILIATION ARBITRATION

- 12.4. If any dispute(S) or difference(S) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiated with a view to its amicable resolution and settlement through a committee appointed by the The Chairman , Governing Body, MOTILAL NEHRU COLLEGE.
- 12.5. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the dispute or differences are detailed above reffer4ed to and settled by the empanelled Sole Arbitrator of MOTILAL NEHRU COLLEGE.
- 12.6. Notwithstanding the existences or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 12.7. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act,1996 and laws of India as amended or enacted from time to time.
- 12.8. The venue of the arbitration shall be new Delhi, India . The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- 12.9. The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest arbitration proceedings.



FORCE MAJEURE

- 12.10. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 12.11. The term "Force Majeure" as employed herein shall mean act of God, War, Civil Riots, Fire affecting the performance of the contract, Flood and Acts and regulation of respective government of the two parties, namely MOTILAL NEHRU COLLEGE AND THE Contractor.
- 12.12. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the clause respectively. If the deliveries are suspended by Force Majeure conditions lasting for more than 2 hours (two months), MOTILAL NEHRU COLLEGE shall have the option of cancelling the contract in whole or part at his discretion without any liability at his part.
- 12.13. Time for performance of the relative obligation suspended by Force majeure shall then stand extended by the period for which such cause lasts.

APPLICABLE LAW AND JURISDICTION

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subjected to the exclusive jurisdiction of Indian Courts at New Delhi.

13. No alternative offer shall be considered.
14. MOTILAL NEHRU COLLEGE reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of MOTILAL NEHRU COLLEGE.'s action.



15. MOTILAL NEHRU COLLEGE reserves the right to accepted/rejected any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement o order without thereby incurring any liability.

16. Any clarification on the documents may be obtained from :

Dr.S.B. Bhardwaj, Acting Principal, Motilal Nehru College, Benito Juarez Marg New Delhi -110021, Tell NO. 011-24110174	Dr. Sanjay Kumar Sharma, Section Offiicer, Motilal Nehru College, Benito Juarez Marg New Delhi -110021, Tell NO. 011-24112604
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17. Afterwards of LOA, the Contractor is required to enter into a contract with MOTILAL NEHRU COLLEGE on the terms & conditions as detailed in the tendered document.



HOUSEKEEPING SERVICES-Technical Bid
PREQUALIFICATION BID

1. The COMPANY

- a) Name _____
b) Regd. Address _____
c) Address of office at Delhi/NCR

d) Contact Person's
i) Name & Design. _____
ii) Tel No. Landline _____ Mobile _____
iii) Email ID _____

2. Type of Firm: Private Ltd / Public Ltd / Cooperative / NGO / PSU

(Please tick and enclose copy of Memorandum / Articles of Association/ Certificate of Incorporation)

3. PAN/GIR No. _____

(Please enclose attested photocopy)

4. TIN No. _____

(Please enclose attested photocopy)

5. Services Tax Reg. No. _____

(Please enclose attested photocopy)

6. EPF Registration No. _____

(Please enclose attested photocopy)



7. ESI Registration No. _____

(Please enclose attested photocopy)

8. Annual Turnover for the last 3 years:

(Should not less than Rs. 20.00 Lakhs for the last three years)

2015-16 _____

2016-17 _____

2017-18 _____

Please enclose copies of attested audited balance sheet & P&L A/c

_____ enclose (please specify).

9. Experience of similar work in the field during the last three years

(Should have provided housekeeping services in reputed organizations including at least one PSU/Govt. Deptt. With work order not less than

- (i) Rs.15 lakh each in two orders; or
- (ii) Rs. 10 lakh each in three orders)

- a) Please submit copies of documentary evidence e.g work order and corresponding satisfactory job completion certificates from clients specifying value and period of work order

_____ enclosed (please specify)

10 . Infrastructure Details

- i) Workforce (No.) _____ (not less than 30 of various category)



(Please enclose the list giving employees –wise name, PF No. ESI No.

- ii) Industrial , Mechanical scrubbing machine _____(atleast 01 No.)
- iii) Vacuum Cleaner _____(atleast 02 No.)
- iv) Floor Scrubbers (electrically operated) _____(atleast 02 No.)
- v) Hand trolley _____(atleast 02 No.)

10. Earnest Money Details :

D.D. No. _____ Date _____

Amount– Rs. 50000/-

Drawn on _____

Signature of Authorized Signatory

Name _____

Designation _____

Seal :



JOB SPECIFICATIONS AND SCOPE OF WORK

A. AREA COVERAGE FOR HOUSEKEEPING SERVICES

1. Academic Blocks, Library, Administrative, toilets, Paths & Passages. of MOTILAL NEHRU COLLEGE, University of Delhi, South Campus, Benitto Juaeraz Marg, New Delhi — 110021 (Ground Floor to 3rd Floor.)

B. BROAD DETAILS OF SCOPE OF WORK:

1. Cleaning, sweeping, moping and wiping of floors, staircase on daily basis from Monday to Friday or as required by Officer-In-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting/ cleaning/ moping work before 9.00 A.M.
2. Continuous moping to be done at reception area, main lobby, Principal Office, Laboratories, Library and other floors during office hours (9.00 AM to 3.30 PM)
3. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins and WC area.
4. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, computers, Printers, telephones, curtains, all type of fans etc. with dry/wet cloth, feather brush and duster.
5. Lifting, carrying and disposing the dead bird's animals, rats, insect's etc. if found in and around the office building.
6. Clearing of any choking's in the drainages, manholes etc.
7. Removal of beehives and cobwebs/honey webs from the office building and its premises.
8. Cleaning and sweeping of open area including balconies and roof tops with brooms.
9. Maintenance of lawns & surroundings, cutting of hedges, cutting/shaping of plants by mall and removal of garbage from the office building and its premises.



10. The bidder shall also be responsible for pest control in the office and shall carry out sprays etc. minimum once in a month. The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, Silver fish, crawling insects at library and carpeted rooms, rats etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than once in a month.
11. Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor of the bidder and will be Countersigned by the MOTILAL NEHRU COLLEGE officer-in-charge at regular intervals and finally at the end of each month.
12. The bidder should possess or procure needful infrastructure, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by MOTILAL NEHRU COLLEGE.

C. JOBS TO BE CARRIED OUT WEEKLY

- a. Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic mopper/scrubbing machine to be used at least once in a week,
- b. Cleaning of fabric upholstered sofa sets with vacuum cleaners and leatherette upholstered sofa set and chairs with soap solution/ cleaning agent of approved quality.
- c. Cleaning of brass letters by brasso (polish).

E. JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS

- i) Polishing of brass items with approved brass cleaning material.
- ii) Dusting of false ceiling etc. with soft broom and cloth.
- iii) Cleaning of sofa sets with soap water/ vacuum cleaners.
- iv) Washing and cleaning of driveways, parking areas and roads within the College premises.
- v) Lift lobby and all toilets floors and other areas, as may be directed by Officer In-charge, shall be cleaned with floor scrubbing machine.



F. JOBS TO BE CARRIED OUT ON MONTHLY BASIS;

1. All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.
2. Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In-charge.

G. PROVIDING WORKFORCE;

The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-Charge.

Tentative requirement of workforce to be deployed is given hereunder:-

a)	House Keepers (Male)	05
b)	House Keepers (Female)	01
c)	Electrician cum Plumber	01
d)	MTS	05
e)	Data Entry Operator	03
f)	Supervisor	01

The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. In order to maintain quality services and minimize operational problems, the bidder may rotate the staff once in six months with prior written intimation TO MOTILAL NEHRU COLLEGE.

The bidder shall ensure that all the workforce deployed wear uniform while on duty.



H. SUPPLY OF MATERIAL AND CONSUMABLES:

All materials/consumables other related item to be provided by the Agency has to be of ISI marked or in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with Officer-In-Charge. The firm shall assess the quantity of consumables to be used and supply them in advance and store them at MOTILAL NEHRU COLLEGE on fortnightly basis. The stores are to be replenished at least 5 days in advance. Consumables shall be issued every morning in presence of an official authorized by MOTILAL NEHRU COLLEGE.

I. WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non-bio degradable garbage. Finally, the bidder will arrange for disposal of garbage at such a place as may be permissible by Delhi Municipal Corporation



HOUSEKEEPING SERVICES - FINANCIAL BID**(To be put in separate sealed envelope)****PART A**

SI No.	Details	Amount (in rupees per	
		In figure	In words
1	Min. wage as per notification from the office of the Labour Commission of Government of NCT of Delhi per House Keeper. (Labour Commissioner Notification is to be enclosed)		
2	E.P.F. Charges, if applicable as per rule.		
3	E.S.I. Charges, if applicable as per rule.		
4	Service charges inclusive of Uniforms / Bonus etc. per House Keeper.		
5	Goods & Service Tax, if applicable as per rule.		
	TOTAL PER HOUSE KEEPER		



PART-B

S.NO	Details	Amount (in rupees) per Supervision – House keeping	
		In figure	in words
1.	Min. Wage as per notification from the office of the labour Commission of Government of NCT of Delhi per Supervisor- House Keeping & Ors. (Labour Commissioner Notification is to be enclosed)		
2.	E.P.F Charges ,if applicable as per rule.		
3.	E.S.I. Charges, If applicable as per rule.		
4.	Service Charges inclusive of uniform/Bonus etc. Per Supervisor – House Keeping		
5.	Goods & Services Tax, if Applicable as per Rule.		
	TOTAL PER SUPERVISOR		



PART-C

S.NO	Details	Amount (in rupees) per Supervision – House keeping	
		In figure	in words
1.	Min. Wage as per notification from the office of the labour Commission of Government of NCT of Delhi per Multi Tasking Staff (MTS) (Labour Commissioner Notification is to be enclosed)		
2.	E.P.F Charges ,if applicable as per rule.		
3.	E.S.I. Charges, If applicable as per rule.		
4.	Service Charges inclusive of uniform/Bonus etc. Per Supervisor – House Keeping		
5.	Goods & Services Tax, if Applicable as per Rule.		
	TOTAL PER MULTI TASKING STAFF (MTS)		



PART-D

S.NO	Details	Amount (in rupees) per Supervision – House keeping	
		In figure	in words
1.	Min. Wage as per notification from the office of the labour Commission of Government of NCT of Delhi per Electrician cum Plumber (Labour Commissioner Notification is to be enclosed)		
2.	E.P.F Charges ,if applicable as per rule.		
3.	E.S.I. Charges, If applicable as per rule.		
4.	Service Charges inclusive of uniform/Bonus etc. Per Supervisor – House Keeping		
5.	Goods & Services Tax, if Applicable as per Rule.		
	TOTAL PER ELECTRICIAN CUM PLUMBER		



PART-E

S.NO	Details	Amount (in rupees) per Supervision – House keeping	
		In figure	in words
1.	Min. Wage as per notification from the office of the labour Commission of Government of NCT of Delhi per Data Entry Operator (DEO) (Labour Commissioner Notification is to be enclosed)		
2.	E.P.F Charges, if applicable as per rule.		
3.	E.S.I. Charges, If applicable as per rule.		
4.	Service Charges inclusive of uniform/Bonus etc. Per Supervisor – House Keeping		
5.	Goods & Services Tax, if Applicable as per Rule.		
	TOTAL PER DATA ENTRY OPERATOR (DEO)		



PART-F

S.No.	Details of Scope of Work	Amount
1.	Carrying out the housekeeping work as per the scope of work/ requirement shown in Annexure-2 by deploying appropriate man power	
a.	House Keeper 06 X	
b.	Supervisor 01 X	
c.	Multi Tasking Staff (MTS) 05 X	
d.	Electrician cum Plumber 01 X	
e.	Data Entry Operator (DEO) 03 X	
	GST (as applicable-specify)	
	TOTAL	
2.	Equipments Use Charges	
	Taxes on equipments use charges (please specify)	
	TOTAL EQUIPMENTS USE	
3.	Consumables	
	Taxes on Consumables (Please specify)	
	TOTAL CONSUMABLES	
	GRAND TOTAL	
	In Words (Rupees _____ _____	

Signature of Authorized Person

Name _____

Designation _____



NOTE:

- a. Contractor shall obtain the "Required List of Consumables" with quantity required per month and quote rates and GST accordingly only.**
- b. IDS as applicable will be deducted.**
- c. Water and Electricity shall be made available free of cost.**
- d. The contractor shall submit proof of deposit of Statutory Dues, Goods & Service Tax with every bill.**



ANNEXURE-4

Performa towards Performance Security

Ref. No. _____ Bank Guarantee NO. _____

Dated _____

To

MOTILAL NEHRU COLLEGE

UNIVERSITY OF DELHI
NEW DELHI-110021

Dear Sir,

1. In consideration of MOTILAL NEHRU COLLEGE, (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. _____ dated (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s having its registered/head office at (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and MOTILAL NEHRU COLLEGE having agreed that the Contractor shall furnish to MOTILAL NEHRU COLLEGE a performance guarantee for Indian Rupees for the faithful performance of the entire contract.

2. We (name of the bank) registered under the laws of having head/registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. /- (in figures) [Indian Rupees (in words) 1 without any demur, reservation, contest or protest and/or without any reference to the Contractor.



Any such demand made by MOTILAL NEHRU COLLEGE on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MOTILAL NEHRU COLLEGE in writing. This guarantee shall not be determined, discharged or affected By the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that MOTILAL NEHRU COLLEGE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that MOTILAL NEHRU COLLEGE may have in relation to the Contractor's liabilities.
4. The Bank further agrees that MOTILAL NEHRU COLLEGE in any manner our obligations hereunder to vary any of the terms and conditions of the said contract 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 exercise of any of the powers vested in MOTILAL NEHRU COLLEGE against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of MOTILAL NEHRU COLLEGE or any indulgence by MOTILAL NEHRU COLLEGE to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in **full** force during the period that is taken for the performance of the contract and all dues of MOTILAL NEHRU COLLEGE under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till MOTILAL NEHRU COLLEGE discharges this guarantee in writing. whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of MOTILAL NEHRU COLLEGE or that of the Contractor.



7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. _____ (in figures) _____ (in words) and our guarantee shall remain in force until . In case of any extension of contract, Performance Guarantee will be suitably extended.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of MOTILAL NEHRU COLLEGE under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of MOTILAL NEHRU COLLEGE under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ day of 2018 at _____

WITNESS NO.1

(Signature)

Full name and officail address (in legible

Letter)

WITNESS NO.2

(Signature)

Full Name and address (in legible letter)

