

GOVERNMENT OF TAMIL NADU

LAND REFORMS DEPARTMENT

TENDER NOTICE

The Office of the Principal Secretary / Commissioner of Land Reforms, Chepauk, Chennai-600 005 invites sealed tenders from agencies / organizations / firms / individuals with experience and suitable qualification in the field of Integrated Preservation and Management of Records for taking up Integrated Preservation and Management of Records in the Land Reforms Department at Chennai and 6 Subordinate offices in Tamil Nadu. The details of work and approximate total cost is as below :

<i>Sl. No.</i>	<i>Name of the work</i>	<i>Approximate total cost</i>
1.	Providing Integrated Preservation and Management of Records in the Head Quarters of Land Reforms Department located at Chennai.	7.75 lakhs
2.	Providing Integrated Preservation and Management of Records in the 6 subordinate offices of Land Reforms Department at Villupuram, Tiruchirapalli, Mayiladuthurai, Erode, Madurai and Tirunelveli	46.92 lakhs

The detailed advertisement of tender is available in this office website www.landreforms.tn.gov.in and www.tenders.gov.in

Contact No. : 044 -28511194

Contact Person : Thiru S.Thangapandi
Assistant Commissioner

Date: 23.12.2013


Director of Land Reforms

GOVERNMENT OF TAMIL NADU
LAND REFORMS DEPARTMENT

**TENDER FOR INTEGRATED PRESERVATION AND
MANAGEMENT OF RECORDS AT THE HEADQUARTERS
AND 6 SUBORDINATE OFFICES OF LAND REFORMS
DEPARTMENT, CHENNAI**

TENDER DOCUMENT

Last date and time for Receipt of Bid :õ **21.1.2014 upto 3.00 p.m.**

LETTER OF INVITATION

Dear Sirs,

Subject: Inviting tenders from agencies / organizations / firms / individuals for taking up Integrated Preservation and Management of Records in the Land Reforms Department at Chennai and 6 Subordinate offices in Tamil Nadu.

1. You are hereby invited to submit Pre-Qualification, Technical and Financial proposals for taking up Integrated Preservation and Management of Records in the Land Reforms Department at Chennai and 6 Subordinate offices in Tamil Nadu as detailed below:-

Sl. No.	Name of the work	Approximate total cost Rs.
1.	Providing Integrated Preservation and Management of Records and doing all works connected with Record Preservation and Management as detailed in the Tender Document in the Head Quarters of Land Reforms Department located at Chennai.	7.75 lakhs
2.	Providing Integrated Preservation and Management of Records and doing all works connected with Record Preservation and Management as detailed in the Tender Document in the 6 subordinate offices of Land Reforms Department at Villupuram, Tiruchirapalli, Mayiladuthurai, Erode, Madurai and Tirunelveli	46.92 lakhs

2. A firm will be selected under Quality and Cost Base Selection (QCBS) procedures described in this Tender Document and in accordance with the procurement guidelines of the TAMIL NADU TRANSPARENCY IN TENDERS ACT, 1998 and Rules 2000.

3. Client means ~~to~~ The Director of Land Reforms, Chennai . 5.+

4. A Firm means agencies / organisations / firm / individuals. The purpose of the Tender is to select a firm as above for assisting the Director of Land Reforms as per the Terms of Reference (TOR).
5. Under this contract the work is proposed under three phases. Phase I shall be immediate and after the work is completed under phase I, phase II shall commence and on completion of work under phase II, the work under phase III shall be completed.
6. The following documents are enclosed to enable you to submit your proposal:
 - a) Conditions of Tender (Annexure 1)
 - b) Terms of Reference (TOR) (Annexure 2)
 - c) Pre-qualification Criteria (Annexure 3)
 - d) Technical proposal Evaluation (Annexure 4)
 - e) Supplementary information for Tenderer, including a suggested format of curriculum vitae (Annexure 5)
 - f) A Sample Form of Contract for Tenderer under which the services will be performed (Annexure 6)
 - g) Security Deposit Bank Guarantee format (Annexure 7) and
 - h) Forms F-1 to F-6-A.
7. A pre-proposal conference open to all prospective tenderers will be held *on 9.1.2014 at 11.00 a.m. in the Land Reforms Department, Ezhilagam II Floor, West wing, Chepauk, Chennai – 600 005*. The prospective Tenderer will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.
8. The Clarification / Amendments if any in the Pre . Proposal conference will be published in the Government Web site www.tenders.tn.gov.in and www.landreforms.tn.gov.in.

9. In order to obtain first-hand information on the assignment and to assess the requirement for the implementation of the programme, a representative of your firm may visit the work location for which you may contact Thiru S.Thangapandi, Assistant Commissioner . II, in the Land Reforms Department, Ezhilagam II Floor, Chepauk, Chennai . 600 005. Phone No. 044 . 28511194, before the proposal is submitted. Please ensure that advance intimation regarding your visit is sent to inform the office concerned.
10. The firm may send their queries on this Tender addressed to Thiru S.Thangapandi, Assistant Commissioner . II in the Land Reforms Department, Ezhilagam II Floor, Chepauk, Chennai . 600 005. Phone No. 044 . 28511194 at least one day before the pre-proposal conference.

Yours faithfully,



Director of Land Reforms
Office of the Principal Secretary /
Commissioner of Land Reforms

Date: 23.12.2013

- Encl: a) Conditions of Tender (Annexure 1)
b) Terms of Reference (TOR) (Annexure 2)
c) Pre-qualification Criteria (Annexure 3)
d) Technical proposal Evaluation (Annexure 4)
e) Supplementary information for Tenderer, including a suggested format of curriculum vitae (Annexure 5)
f) A Sample Form of Contract for Tenderer under which the services will be performed (Annexure 6)
g) Security Deposit Bank Guarantee format (Annexure 7) and
h) Forms F-1 to F-6-A

CONDITIONS OF TENDER

1. Submission of Proposals

- (i) The proposals addressed to The Director of Land Reforms, shall be submitted in three parts, viz., **Pre-qualification**, **Technical** and **Financial**, and should follow the form given in the **Supplementary Information for firms**. The proposal shall be submitted *in the Land Reforms Department, Ezhilagam II Floor, West wing, Chepauk, Chennai – 600 005.*
- (ii) The **Pre-qualification**, **Technical** and **Financial** proposals must be submitted in three separate sealed envelopes (with respective marking in bold letters) following the formats / schedules given in the Pre-qualification for firms (Annexure-3), Supplementary information for firms (Annexure-5). The first envelope marked **Pre-qualification** in one separate cover, viz., Cover-1 must be sealed in a tamper proof manner preferably with sealing wax and initialed twice across the seal. This cover should contain the Earnest Money Deposit (EMD) of 1% of the tender amount for both Headquarters and for 6 sub-ordinate offices in the form of Demand Draft to be taken in the name of Chief Accounts Officer, Land Reforms, payable at Chennai. The EMD of unsuccessful firms will be returned within 45 days of the date of completion of selection / tender process without any interest.
- (iii) The second envelope, viz., Cover-2 marked **Technical** proposal for the appointment of firm for taking up Integrated Preservation and Management of Records in the Land Reforms Department at Chennai and 6 Subordinate offices in Tamil Nadu, must also be sealed in a tamper proof manner preferably with sealing wax and initialed twice across the seal and should contain information required in Annexure 5 viz., supplementary information for firms.
[Pre Qualification (Cover-1) and Technical Proposals (Cover-2) alone along with soft copy in CD]
- (iv) The first and second envelopes *should not contain any cost or price information whatsoever*. The third envelope viz., Cover-3 marked **Financial** Proposal for the appointment of firm for taking up Integrated Preservation and Management of Records in the Land Reforms Department at Chennai and 6 Subordinate offices

in Tamil Nadu+ must also be sealed in a tamper proof manner preferably with sealing wax and initialed twice across the seal and should contain the detailed price offer for the Integrated Preservation and Management of Records in the Land Reforms Department at Chennai and 6 Subordinate offices in Tamil Nadu.

- (v) The sealed envelopes Cover 1, Cover 2 and Cover 3 should again be placed in a separate cover which shall be sealed in a tamper proof manner which shall be clearly marked with the name of the assignment, i.e. *"Tender for INTEGRATED PRESERVATION AND MANAGEMENT OF RECORDS AT HEADQUARTERS AND 6 SUBORDINATE OFFICES OF LAND REFORMS DEPARTMENT IN TAMIL NADU"* and received in the Land Reforms Department, Ezhilagam II Floor West wing, Chepauk, Chennai . 600 005 up to 3.00 p.m. on 21.1.2014.
- (vi) If the cover of proposals is not marked with the name of the assignment and indicating the bid submission date and time, the cover will not be opened and returned to the bidder unopened as not relating to the tender.

2. Opening of proposal

The proposals [first envelope (cover 1) containing ~~Pre-qualification~~ only] will be opened by the Director of Land Reforms or his authorized representative in the Land Reforms Department, Ezhilagam II Floor, West wing, Chepauk, Chennai . 600 005 at 3.30 p.m. on 21.1.2014. It may please be noted that the second envelope containing the ~~Technical proposal~~ will not be opened until Pre-qualification evaluation has been completed and the result approved and notified to all firms. When the second and third envelopes are opened, the pre-qualified bidders will be informed and be given an opportunity to be present.

3. Test of Responsiveness

- | | | | |
|----|----------------------------------|----|---------|
| a. | Pre-qualification along with EMD | -- | Cover 1 |
| b. | Technical Proposal | -- | Cover 2 |
| c. | Financial Proposal | -- | Cover 3 |

All the pages of above proposals shall be duly sealed and signed by the bidders authorized representative.

4. **Evaluation**

- (i) Evaluation will be taken up of the bid submitted for Headquarters and 6 Subordinate Offices as a single tender.
- (ii) A three stage procedure will be adopted in evaluating the proposals:
 - I a pre-qualification of firms will be verified, which will be carried out prior to opening of technical proposal (as per Annexure 3);
 - II a technical evaluation will be carried out prior to opening of the financial proposals;
 - III a financial evaluation.

5. **Pre-qualification**

- i. Firms who have the following qualifications may submit the proposal-
 - a. Firms must have an experience in the field of Preservation of Records at any time for a minimum of 5 years in the last 10 years and experience in any Government Department / Public Sector undertaking State or Central Government / Autonomous Institution.
 - b. Firms should have completed at least two similar assignments in the last 10 years.
 - c. It should be noted that *“assignment along with client certificate only will be considered for evaluation”*.
 - d. Firms must have an average annual turnover of not less than Rs.50 lakhs in the last two financial years in this business
 - e. Firms must have all applicable mandatory registrations with concerned Central / State Government Departments such as Income Tax / Service Tax / VAT / Labour / EPF / ESI / PF etc. as may be applicable.
- ii. Similar assignments for this purpose will include:-
 - ✓ Providing services to Government or Government undertakings in the field of Integrated Preservation and Management of Records and implementation support;

- ✓ Providing team of experts to Government / Government undertakings / Bodies / Public Libraries/ Public Limited Companies for Integrated Preservation and Management of Records ;
- ✓ Have assisted / advised multi laterals / Governments in creating Integrated Preservation and Management of Records;
- ✓ For the purpose of this clause, on-going long term projects of a duration of more than a year where at least 50 percent of the project / project deliverables have been completed may also be cited.

iii. Tender not accompanied by the required EMD in the requisite form mentioned in the tender document, except in case where the Firm is exempted from payment of EMD and offers submitted after the closing time shall be summarily rejected.

iv. Eligible firms proposals will only be considered for technical and financial evaluation. The technical and price envelopes of others will not be considered and returned unopened after completing the selection process.

6. Technical Proposal

- i) The Technical Proposal is to be submitted with the letter in Form F-1
- ii) The Technical Proposal is to be submitted along with supplementary information as per Annexure- 5.
- iii) The Technical Evaluation Committee appointed by the Director of Land Reforms will carry out its evaluation applying the Technical evaluation criteria and point system as given in the Technical Proposal Evaluation in Annexure-4.
- iv) The Team Leader and other experts proposed shall be available on site for completing this assignment in time. They shall be stationed at Chennai and at 6 Subordinate offices as per the instructions of Director of Land Reforms.
- v) Quality and competence of the firm shall be considered as the paramount requirement.

- vi) Technical proposals scoring at least 70% of the total points (St) only will be considered for financial evaluation.
- vii) The envelopes containing the financial proposals of others will not be considered and will be returned unopened after the technical selection process.
- viii) The Client shall notify to the firms the results of the technical evaluation and invite those who have secured the minimum qualifying mark for the opening of the financial proposals.

7. Financial Proposal:

i. Opening

The financial proposal shall be opened in the presence of the firm's representatives who choose to attend. The name of the firm, the quality scores and the proposed prices shall be read out and recorded. The Director of Land Reforms shall prepare minutes of the bid opening.

- ii. You will provide detailed break down of costs and fees as per the Schedule of Price / Financial Bid shown in Form F-6.

iii. Evaluation

- a) The Evaluation committee will determine if the financial proposals are complete and without computational errors.
- b) The Evaluation Committee shall follow the scoring methodology as given below.
- c) The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows:-

$$Sf = 100 \times Fm / F \text{ (F . amount of financial proposal)}$$

8. Final Evaluation

Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 50 % for technical proposal and 50% for financial proposal.

$$S = S_t \times 0.50 + S_f \times 0.50$$

The firm securing the highest score will be invited for negotiations.

9. Negotiations:

- 9.1. Negotiations normally take a day. The aim is to reach agreement on all points and initial a draft contract by the conclusion of Negotiations.
- 9.2. Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), costing, staffing and any suggestions you may have made to improve the TORs. Agreement must then be reached on the final TORs, the staffing and staff months, logistics and reporting.
- 9.3. Changes agreed upon will then be reflected in the draft contract, using proposed unit rates (after negotiation of the unit rates including the man month rates, tax liability and all costs, etc.)
- 9.4. The negotiations will be concluded with a review of the draft form of contract. The Client and the firm will finalise the contract to conclude negotiations. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 9.5. The Contract will be awarded after successful negotiations with the selected firms as per the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000.
- 9.6. The Contract shall be for a period of three months from the Date of Award of contract which may be extendable in extraordinary circumstances. The decision in this regard is the sole prerogative of the tender awarding authority.
10. Please note that as qualifying is the principal selection criterion, the Director of Land Reforms does not bind himself in any way to select the firm offering the lowest price.
11. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Land Reforms Department, if any, is not reimbursable as a direct cost of the assignment.

12. Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. The request for a joint venture should be accompanied with full details of the proposed association and confirming joint and several liabilities.
13. The successful bidder will be invited for signing agreement. The bidder is requested to furnish a Security Deposit at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized Bank in India taken in favour of the Chief Accounts Officer, Land Reforms payable at Chennai valid for a period of 12 months. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed.
14. The Commissioner of Land Reforms, Chennai-5 shall have the right and authority for the suspension / revocation of said security / bank guarantee in case of breach of any clause of the Agreement by giving prior notice.
15. The Earnest Money Deposit of the successful firm will be discharged when the firm furnishes the required Security Deposit and signs the Agreement, by adjusting towards Security deposit.
16. The Earnest Money Deposit may be forfeited
 - ✓ If the firm withdraws the tender after submission of tenders during the period of validity of the tender.
 - ✓ If the firm withdraws the Tender after the issue of Letter of Award (LoA) of this Tender.
 - ✓ In the case of a successful firm fails within the specified time limit to
 - furnish the required security deposit or
 - sign the Agreement or
 - accept the Letter of Intent
 - ✓ If the firm has furnished incorrect information on qualification and experience.
17. The selected firm shall not disclose any information to others without the written permission of the Director of Land Reforms.

18. Please note that the remuneration / fees which you receive from the contract will be subject to normal tax liability in India. Kindly contact tax authorities for further information in this regard, if required.
19. All documents relating to the Bid and all communications with the Bid shall be in English language. All the pages should be serially numbered and signed by the firm.
20. The manpower requirement for Phase I is immediate and the firm has to organize the manpower within 7 days from the date of signing of the agreement. For Phase II, 15 days mobilization period will be provided by the Director of Land Reforms and for Phase III, 7 days mobilization period will be provided by the Director of Land Reforms to the firm for mobilizing the key personnel as per the TOR.
21. Deployment
 - 21.1. Team Leader shall be the single point of coordination between the work to be delivered including the Team of Experts from the firm and Director of Land Reforms. Team Leader shall be overall incharge and control head for all the activities proposed to be performed by the firm and its team of experts under this contract. All communications shall be addressed by the Team Leader to the Director of Land Reforms.
 - 21.2. Also note that the Team Leader proposed for this assignment has to be from the mother company only and he /she cannot be out sourced / contracted. The proposed candidate for Team Leader shall also be employed with the mother company for at least one year as on the date of bid submission.
 - 21.3. The contractor shall deploy the agreed, and if required additional, number of personnel to provide the said services and immediately communicate their names, residential address, age, etc, to the Department immediately after their deployment.
 - 21.4. For the purpose of proper identification of the employees of the contractor deployed by him the contractor shall issue them

identity cards at his own cost and his employees are duty bound to display the identity cards during duty hours.

- 21.5. The contractor will ensure that his employees are medically fit and free from communicable-disease. The antecedents of the person to be provided by the contractor will be got verified from the appropriate authority by the contractor at his own cost and level.
- 21.6. The contractor shall take all reasonable precautions to prevent any unlawful Act by the deployed personnel.
- 21.7. In case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties satisfactorily or indulge in any unlawful Act or misconduct, the contractor shall take suitable action against such employee on the directions of the Commissioner of Land Reforms or any other officer so authorized by him in this regard.
- 21.8. In case of any complaint or defect pointed out by the department authorities, the Contractor shall immediately substitute the person so deployed.
- 21.9. The Contractor shall provide at his cost necessary Personal Protective Equipment (PPE). If any accident happens, the Department will not be held responsible for any compensation etc. The medical expenses, compensation etc, will be borne only by the contractor.
- 21.10. The persons deployed by the contractor for the execution of the contract shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employee and employer between the said persons and the Department either implicitly or explicitly.
- 21.11. The Director of Land Reforms or any other officer(s) so authorized by him shall be at liberty to carry out any surprise check on the working of the persons so deployed by the contractor in order to ensure that the required number of persons are deployed and that they are doing their duties satisfactorily.

22. Payment of Wages:

- 22.1. The persons so deployed shall be under the overall control and supervision of the contractor and the contractor shall be liable for payment of their wages etc. and all other dues within the stipulated time which the contractor is liable to pay under the various labour organizations and other statutory provisions.
- 22.2. The contractor shall pay not less than the minimum monthly wages to the deployed manpower as per District Collector Rates or the wages fixed by the Department.
- 22.3. This obligation is imposed on the contractor to ensure that the contractor is fulfilling his commitments towards his employees so deployed under the various Labour Laws. The contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the department from time to time in regard to payment of wages, wage period deduction from wages, recovery of wages not paid and deductions unauthorized made. He will maintain attendance registers, individual's ledger / wage book, wage slip, publications of scale of wages and terms of employment.
- 22.4. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under Minimum Wages Act, EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI / EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority along with wage bill for the next month. He will also arrange to open such EPF / ESI accounts etc. of all the employees deployed by him in this Department at Chennai. In case of failure on the part of contractor to deposit EPF / ESI etc, or Government taxes, if any, with the concerned authorities within the stipulated period the contractor shall be liable to pay penalty so imposed by such authority.

- 22.5. The contractor will make payment of wages to the staff on or before 7th of every month and shall follow all mandatory obligations.
- 22.6. Any obligation and / or formalities which are required to be fulfilled under the contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and / or execution of this contract shall be carried out by the contractor at his own expenses etc, and the contractor shall report the compliance thereof to the Commissioner of Land Reforms. The contractor shall be liable for violation of any provisions of the said Act or any other Act.
23. The contractor shall confirm to the provisions of various Central /State Act(s) or the Regulations on the subject as well as terms and conditions of the contract. He will be liable for the deduction of TDS @ 2% on the total bill as Income Tax as per provision of the Income Tax Act, or as applicable from time to time. Apart from this, the contractor shall pay Service Tax on the gross bill, if applicable, at the rates as applicable from time to time. The contractor will submit a copy of the receipt to the Land Reforms Department, Chennai . 5. Service tax, on the gross bill, may also be deducted at source if there are any instructions from the concerned authorities in this regard.
24. The Department shall have further right to adjust or readjust or deduct any of the amount as aforesaid from the payment to be made to the Contractor under this Contract or of the security deposits of the Contractor.
25. The contractor shall provide all the materials required for training and cleaning the records including anti -termite materials, etc. at his own cost.
26. The decision of the Commissioner of Land Reforms with regard to the determining of quality of work / services done by the contractor or his employees shall be final. The work shall be assessed based on the Expected outcomes and time line, and inspections from time to time.

The contractor shall, thereafter, rectify the defect so pointed out without any extra payment.

27. Payment conditions:

27.1. 100% payment will be made after satisfactory completion of each phase of work as per the terms of contract and on receipt of completion report from concerned offices and after inspection by Director of Land Reforms or by any other officer nominated by him on his behalf.

27.2. No advance payment will be made to the contractor

28. Termination of Contract:

28.1. The Commissioner of Land Reforms reserves the right to get the work / services rejected for non-performance to expected outcomes and time line done / replaced at the risk and cost of the contractor after giving him a notice in writing and the expenditure incurred on this account shall be recovered from the contractor from his outstanding dues or by revocation of any or all parts of the security / bank guarantee, as may be required.

28.2. The Department may allot the contract in full or a part of such contract to the next firms out of the panel available with it at any time in the event of non-compliance or breach of any terms and conditions of this contract by the working contractor or otherwise if it is deemed fit to do so in public interest in order to ensure effective performance / supervision of these services by more than one contractor even after the award of contract.

28.3. The Contract may be terminated in any of the following contingencies:-

- a) On the expiry of the period, without any notice; OR
- b) On giving 15 days notice at any time during the contract, in case the services rendered by the Contractor are found unsatisfactory and non-conforming with the general norms and standards prescribed for the services; OR
- c) On assigning of the Contract or any part thereof any benefit or interest therein or thereunder by the contractor to any third

person for sub-letting the whole or a part of the contract to any third person, without any notice. OR

d) On contractor being declared insolvent by the competent court of law without any notice.

29. Withdrawal of Tender:

Under no circumstances, the contractor shall withdraw / refuse to accept the Tender failing which his EMD will be forfeited and the additional expenditure also to be incurred by Director of Land Reforms for retendering shall have to be borne by the contractor. Also he will run the risk of being blacklisted by Director of Land Reforms.

30. The Director of Land Reforms reserves the right to postpone / cancel this Tender at any point of time without assigning any reason whatsoever.

Note: The proposals shall be submitted in the Land Reforms Department, Ezhilagam, II Floor, West Wing, Chepauk, Chennai – 600 005.

TERMS OF REFERENCE (TOR)

Phasing of work

The firm engaged shall execute the work in three phases. Phase I shall be immediate and after the work is completed under Phase I, Phase II shall commence and on completion of work under Phase II, the work under Phase III shall be completed.

The Director of Land Reforms has identified the work under Phase I, II and III as follows:-

Phase I:

- ✓ Inspection of Record Room
- ✓ Cleaning the Record Room
- ✓ Arrangement of records in a chronological manner
- ✓ Anti- termite treatment
- ✓ Preparation of Preservation Plan for Implementation
- ✓ Recommendation with specification for supply of requisite infrastructure like almirah, rack, vacuum cleaner, fire extinguisher, electrical items i.e. lights, fans etc. with time-line, cost etc.
- ✓ Impart training of Trainers

Phase II:

- ✓ One day training to staff
- ✓ Identification of documents for reprography (i.e.) photocopy, scanning, digitization
- ✓ Photocopying, scanning and digitizing of documents identified
- ✓ Organising of records in Record Room . physically and for digital retrieval

Phase III:

- ✓ One day training to staff
- ✓ Documentation of work
- ✓ Submission of work completion report.

Scope of work

The firms are expected to have considerable leadership, communication (both written and oral) and domain knowledge. They should also be self starters and

have problem solving capabilities who do not define their role as limited to certain deliverables.

The scope of work is broadly defined below:-

<i>Type of service</i>	<i>Deliverable</i>
Training	<ul style="list-style-type: none"> ✓ To ensure the Trainers deliver training on all aspects of Integrated Preservation and Management of Records ✓ To help manage future needs within the organization ✓ To evaluate and monitor the Integrated Preservation and Management of Records system ✓ To provide Trainers handbooks training material with Trainee handouts ✓ To provide Trainees handouts on the Preservation Plan details ✓ To provide 25 copies of Training handbooks, handouts etc. in Tamil and 10 copies in English
Cleaning of Records	<ul style="list-style-type: none"> ✓ To provide anti termite treatment to prevent deterioration
Recommendation with specification for supply of requisite infrastructure	<ul style="list-style-type: none"> ✓ To recommend Preservation and Management Plan of Records with specification for supply of requisite infrastructure like almirah, racks, vaccum cleaner, fire extinguisher, electrical items with time-line, costs etc. ✓ To specify no. of steel almirah required with guage specification ✓ To specify no. of wooden racks and cost per rack ✓ To specify no.of fire extinguisher to be installed ✓ To specify the type of electrification in the Record Room
Creating of data base with retrieval system and suitable reprography of important Records	<ul style="list-style-type: none"> ✓ To identify number of pages for various reprography measures in discussion with office. ✓ To take up reprography work as per agreed plan with the Assistant Commissioner for each office.
Preservation Plan and Implementation	<p>To develop written Preservation Plan in consultation with the officers concerned and implement -</p> <ul style="list-style-type: none"> ✓ Preservation objectives ✓ Preservation survey ✓ Policies and procedures ✓ Preservation Programme

- ✓ Development of standards in record keeping work
 - ✓ Reprography and appropriate choice
 - ✓ Establishing priorities . short, medium, long term
 - ✓ Developing a record repository including Location Registers and Floor Plans
 - ✓ Who is responsible for what activities
 - ✓ How the plan will be implemented
 - ✓ Monitoring and evaluation of preservation programme
 - ✓ Security measures
 - ✓ Staff must be familiar with the Preservation Plan and act according to it.
- Maintenance of Records
- To make the staff able to -
- ✓ Explain the causes of deterioration of archival materials
 - ✓ identify the key steps to be taken in the short, medium and long term in preservation and management of records
 - ✓ identify the records requiring the suitable options
 - ✓ identify security issues and options
 - ✓ prepare and write the Preservation Management Policy and Plan
 - ✓ take action as per the Preservation Policy and Plan
 - ✓ labeling, maintaining a Labelled record keeping system with computerized data
 - ✓ evaluation and monitoring the preservation programme with the standards and annual stock taking
- Documentation
- ✓ To provide documentation of the Integrated Preservation and Management of Records Programme in the Headquarters in soft and hard copy in 50 copies in English and 25 copies in Tamil.

PRE - QUALIFICATION CRITERIA FOR FIRM

- I. Name and address of the Firm
- II. Brief description of Firm
- III. Outline of recent experience of assignments:
 - Name of the assignment of assignments: - Value of the assignment
 - Name of the project - Value of the project
 - Name of the owner or sponsoring authority
 - Brief description of assignment
- IV. Attach Client certificate for completion of project
 1. Date of commencement
 2. Date of completion
 3. Client certificate attached Yes/No
- V. Details of experience by the firm in any Central /State undertakings / Corporations / Offices / Departments / Reputed Corporate Houses etc. during the last 10 years.
(Attach the name of the Organisation(s) with number of persons deployed along with a certificate certifying that the applicant firm has executed the contract satisfactorily).
- VI. Details of financial resources and fixed and movable assets of firm / individual (Attach a copy of latest audited Balance sheet)
- VII. Annual Turnover of the firm

S.No.	Year	Amount in Rs.
1	2010-11	
2	2011-12	
3	2012-13	
	Average	

Duly certified by a Chartered Accountant

- VIII. Income Tax No. of the firm (Attach relevant document)
- IX. Service Tax Registration No. (Attach relevant document)
- X. Registration with other Government Department
- XI. Name of the major Clients in Chennai or any other city of Tamil Nadu (Attach list of Clients and type and number of manpower provided).
- XII. Contact Person / Details:
 - Name :
 - Phone No:
 - email id:
- XIII. Details of EMD-
 - D.D.No. & Date:
 - Name of the Bank and Branch
 - Amount

To be submitted with Sign & Seal of the Firm

TECHNICAL PROPOSAL EVALUATION

The Technical Evaluation Committee appointed by the Director of Land Reforms will carry out its evaluation applying the Technical evaluation criteria and point system specified below. Each responsive proposal will be attributed a technical score (St.).

i)	Approach and methodology	20 points
ii)	Understanding the latest developments in the field of Preservation and Management of Records	10 points
iii)	Qualifications of definitely assigned personnel	50 points
	Sl. No.	Particulars
	1.	Technical Expert and Team Leader
	2.	Capacity building
	3.	Creation of data base with retrieval system and suitable reprography of important records
	4.	Organizing records in Record Room
		Points
		20
		10
		10
		10
iv)	Presentation on the Integrated Preservation and Management of Records Programme in the Headquarters before the Principal Secretary / Commissioner of Land Reforms	30 points
v)	Documentation of similar assignment	10 points
	Total	120 points

- (a) Qualifications of definitely assigned personnel (with reference to Point (iii) above

Curriculum vitae of senior personnel for each part of the assignment for assessing the qualifications and experience of the personnel proposed to be deployed for the assignment should be included with the proposal

(in the format of the sample curriculum vitae). The personnel will be rated in accordance with:

- | | |
|------------------------------|-------------|
| 1.Educational Qualifications | --30 points |
| 2.Adequacy for the project | --70 points |

(Suitability to perform the duties for this assignment. These include education and training, length of experience in fields to those required as per Terms of Reference, type of positions held, served on Government panels / organizations / multilateral Advisory boards, number of projects involved and completed, time spent with the firm etc.)

Evaluation Criteria	Points
1.Educational Qualifications *	30(MAX)
✓ Minimum Graduate	10
✓ Postgraduate	15
✓ Above Postgraduate	20
✓ Specialised qualification in Preservation and management of Records	10
2.Adequacy for the project	70(MAX)
✓ Length of experience on fields similar to those required as per this Tender (15 marks for minimum of 5 years of experience and for every additional one year of experience 2 marks will be given)	25
✓ Number of similar assignments involved and completed (5 marks for each completed assignment)	25
✓ Exposure with Government / Statutory bodies/ served in Government panels / Organisations / Multilateral Agencies/ Public Libraries (5 marks for each completed assignment)	15
✓ International experience in similar assignment	5

* The Curriculum Vitae of the proposed personnel will be considered and evaluated and if the prescribed minimum qualification is not fulfilled, then the curriculum vitae of the proposed personnel will be marked as zero and the same will be considered as zero.

- b) Presentation before the Principal Secretary /Commissioner of Land Reforms -- 30 points
(with reference to point (iv) under Technical Proposal Evaluation)

The firm along with all the key experts has to make a power Point presentation about their professional experience, methodology and understanding of the latest developments in the field of preservation and management of records and implementation of plan outline.

Sl. No.	Particulars	Points
1.	Technical Expert and Team Leader	10
2.	Capacity building	05
3.	Creation of data base with retrieval system and suitable reprography of important records	10
4.	Organizing records in Record Room	05

	Total	30

SUPPLEMENTARY INFORMATION FOR FIRM

(1) Proposals

Proposals should include the following information at stage as indicated

a) Pre-qualification

A brief description of the firm and an outline of recent experience on assignments/ projects of similar nature executed during the last 3 years in the format given in Form F-2.

b) Technical Proposal

- (i) Any comments or suggestions of the firm on the Terms of Reference (TOR).
- (ii) A description of the manner in which firm would plan to execute the work. Work plan time schedule in Form F-3 and approach or methodology proposed for carrying out the required work.
- (iii) The composition of the team of personnel which the firm would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- (iv) Curriculum Vitae of the individual key staff members to be assigned to the work and of the team leader who would be responsible for supervision of the team. The curricula vitae should follow the attached Format (F-5) duly signed by the concerned personnel.
- (v) The firm's comments, if any, on the data, services and facilities to be provided by the client indicated in the Terms of Reference (TOR)

c) Financial Proposals

The financial proposals should include the following:

- (i) Schedule of Price Bid in form No.F-6 with cost break-up.
- (ii) Work program and time schedule for key personnel.

- (2) Two copies of the proposals should be submitted to the *Land Reforms Department, Ezhilagam, II Floor, West wing, Chepauk, Chennai-5* with soft copy of Pre qualification and Technical proposals, but not of Financial proposal.

(3) Terms of Payment

- (i) The mode of payments to be made in consideration of the work to be performed by the firm shall be on completion of each work as per the Terms of contract and on receipt & completion report from concerned officer and after Inspection by the client or by any other officer nominated by him or on his behalf.
- (ii) All payments shall be made on submission of pre-receipted bills by the firm in quadruplicate for respective stages.

(4) Periodical Reporting:

The firm shall submit a fortnightly reporting as required by the Director of Land Reforms along with the bills.

Sign & Seal of the Firm

FORM F-1

From

To

Sir:

Sub Tender on Integrated Preservation and Management of Records
in Headquarters and 6 Subordinate Offices in the Land Reforms
Department

I/We ----- firm herewith enclose Pre-qualification,
Technical and Financial Proposal in 3 separate covers for selection of my/our
firm for the work of Integrated Preservation and Management of Records in
Headquarters and 6 Subordinate offices in Land Reforms Department.

Yours faithfully,

Signature: _____

Full name _____

and address: _____

(Authorized Representative)

Sign & Seal of the Firm

FORM F-2**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED
DURING LAST 3 YEARS**

1. Brief Description of the Firm:
2. Outline of recent experience on assignments of similar nature:

Sl. No.	Name of assignment	Name of project	Owner of sponsoring authority	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Note: Please attach certificates from the employer by way of documentary proof.(Issued by the authorities concerned)

Sign & Seal of the Firm

FORM F-3

- A. A short note on the line of approach and methodology outlining various steps for performing the assignment/ project.
- B. Conditional bid will be liable for rejection

Sign & Seal of the Firm

FORM NO.F-4

Composition of the Team Personnel and the task which would be assigned to each Team Member

1. Key Experts

Sl.No.	Name	Position	Task assignment
--------	------	----------	-----------------

2. Support Staff (as required)

Sl.No.	Name	Position	Task assignment
--------	------	----------	-----------------

Note : Full time members of the team shall not undertake any other assignments / projects during the period of the assignment / project.

Sign & Seal of the Firm

FORM F-5**SUGGESTED FORMAT OF CURRICULUM VITAE
FOR MEMBERS OF FIRM'S TEAM**

1. Name: _____

2. Profession/

Present Designation: _____

3. Years with Firm: _____ Nationality: _____

4. Area of Specialization: _____

5. Proposed Position on Team: _____

6. Key Qualification :

Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.

7. Education:

Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.

8. Experience:

Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.

9. Languages:

Indicate proficiency in speaking, reading and writing of each language by %excellentq %goodq or %poorq

Signature of Staff Member

Date:

Sign & Seal of the Firm

FORM NO.F-6**SCHEDULE OF PRICE / FINANCIAL BID***(Cost should be provided in Envelope 3)*

Phase I:

S.No.	Particulars	Time involved for activity in Phase	Amount INR	
			In figures	In words
1.	Inspection of Record Room			
2.	Cleaning the Record Room			
3.	Arrangement of Records in a chronological manner			
4.	Anti termite treatment			
5.	Preparation of Preservation Plan for Implementation			
6.	Recommendation with specification for supply of requisite infrastructure like almirah, rack, vacuum cleaner, fire extinguisher, electrical items i.e. lights, fans etc. with time-line, cost etc.			
7.	Impart training of Trainers			
Sub-Total				
Service Tax @ --- %				

Phase II:

S.No	Particulars	Time involved for activity in Phase	Amount INR	
			In figures	In words
8.	One day training to staff			
9.	Identification of documents for reprography (i.e.) photocopy, scanning, digitization			
10	Photocopying, scanning and digitizing documents identified *			
11	Organising of records in Record Room . physically and for digital retrieval			
Sub-Total 2				
Service Tax @ ---%				

*Cost per sheet . A4; A3 to be given of each mode.

Phase III:

S.No	Particulars	Time involved for activity in Phase	Amount INR	
			In figures	In words
12	One day training to staff			
13	Documentation of work			
14	Submission of work completion report			
Sub . Total 3				
Service Tax @ -----%				
Total (Sub-Total 1+2+3)+ Service Tax @ -----%				

Signature of Consultant

(Authorized representative)

Note: Price / Cost / Financials shall not be mentioned anywhere either in cover I or cover II except cover III

Sign & Seal of the Firm

FORM NO. F - 6-A**(Payment Format)**

From

To

Sir:

INTEGRATED PRESERVATION AND MANAGEMENT OF RECORDS

I/We----- firm herewith enclose the payment form for the month of --
----- Details are as follows:

S.No.	Phase	Activity	Amount (Rs.).	Remarks
1	Phase I	<ul style="list-style-type: none"> ✓ Inspection of Record Room ✓ Cleaning the Record Room ✓ Arrangement of records in a chronological manner ✓ Anti termite treatment ✓ Preparation of Preservation Plan for Implementation ✓ Recommendation with specification for supply of requisite infrastructure like almirah, rack, vacuum cleaner, fire extinguisher, electrical items i.e. lights, fans etc. with time-line, cost etc. ✓ Impart training of Trainers 		
2	Phase II	<ul style="list-style-type: none"> ✓ One day training to staff ✓ Identification of documents for reprography (i.e.) photocopy, scanning, digitalization ✓ Photocopying, scanning and digitalizing of documents identified ✓ Organising of records in Record Room . physically and for digital retrieval 		

3		<ul style="list-style-type: none"> ✓ One day training to staff ✓ Documentation of work ✓ Submission of work completion report. 		
		Sub . Total		
		Service Tax		
		Total Rs.		

Yours faithfully,

Signature _____

Full name _____

and address: _____

(Authorized Representative)

Sign & Seal of the Firm

Draft Agreement

Subject: (Name of Assignment)
(Name of Firm)

1. Set out below are the terms and conditions under which (Name of Firm) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes (Name of responsible staff of Client) has been assigned to administer the assignment and to provide [Name of Firm] with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about _____ days/months, during the period from _____ to _____ or on the date of completion of the assignment.
3. The (Name of Client) may find it necessary to postpone or cancel the assignment and / or shorten or extend its duration. In such case, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, the (Name of Firms) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the [Name of Firm] will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Agreement prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of reference.
5. This agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India.
6. This Agreement will become effective upon confirmation of this letter on behalf of (Name of Firm) and will terminate on _____ or such other date as mutually agreed between the (Name of Client) and the (Name of Firms) or on the date of completion of the assignment.
7. Payments for the services will not exceed an total amount of Rs _____.
The (Name of Client) will pay (Name of Firm), payable within 45 days of receipt of invoice as per schedule mentioned in tender document. The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on [Name of Firms].

Sign and Seal of the firm

8. The [Name of Firms] will be responsible for appropriate insurance coverage. In this regard, the [Name of Firms] shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Firms shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the [name of Firms] or its staff. The [Name of Firms] shall provide the (Name of Borrower) with certification thereof upon request.
9. The [Name of Firms] shall indemnify and hold harmless the (name of Client) against any and all claims, demands, and/or judgments of any nature brought against the (Name of Borrower) arising out of the services by the [Name of Firms] under this Agreement. The obligation under this paragraph shall survive the termination of this Agreement.
10. The Firms agree that any manufacturing or construction Firm with which they might be associated with will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment forms a part.
11. All final plans, drawings, specifications, designs, reports and other documents or software submitted by the [Name of Firms] in the performance of the Services shall become and remain the [property of the client. The Firms may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the client.
12. The Firm undertakes to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Agreement, will conduct themselves in a manner consistent herewith.
13. The firm will not assign this Contract or sub-contract or any portion of it without the client's prior written consent.
14. The [Name of Firms] shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

Sign and seal of the firm

15. The [Name of Firms] also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Agreement, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the (name of Client) written permission.
16. The (Name of Firms) also agree that the (Name of Firm) and the key sectoral experts involved full time in this project shall not get associated with the execution / implementation contractor / agency / other bidders / concessionaire / operators / contractors either directly or indirectly (including technical assistance) in what so ever capacity with the assignments identified / proposed by the client under this contract during the term of this assignment.
17. The (Name of Firms) also agree that the (Name of Firm) involved in this assignment may participate in other bids floated by the client / Other Statutory Bodies / Sponsoring Agencies / Go TN departments / Others, during the term of this assignment.
18. The (Name of firms) also agree that replacement of the agreed personnel shall be done only in consultation and approval of the client. The alternate / replacement CV shall be at least equivalent or more both in experience, qualifications and acceptable to the client. Frequent replacement of key personnel by the consulting Firm shall be avoided to the extent possible.
19. The experts shall be deployed primarily and fulltime for the work assigned by the the client under this engagement and shall not be deployed for any other assignment without the prior written concurrence of the Director of Land Reforms, Chennai . 5, the client.
20. The (Name of Firms) also agree that he shall not disclose any information to others without the written permission of the Director of Land Reforms, Chennai . 5, the client.
21. The (Name of firm) also agrees to provide the experts in a phased manner . Phase I,II and Phase III as stated in this Tender document.
22. The (Name of firm) also agrees that, in case, if the client requires a change in personnel, 7days mobilization / demobilization notice will be given to the firms for effecting the required changes.

Sign and seal of the firm

23. The risks and the coverage shall be as follows:
- (A) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the India by the Firm or its Personnel or any Sub . Firms or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988;
 - (B) Professional liability insurance, with a minimum coverage of Value of assignment [cost of assignment quoted by the firm];
 - (C) employer's liability and workers' compensation insurance in respect of the Personnel of the Firm and of any Sub-Firms, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
 - (D) insurance against loss of or damage to (i) equipments, (ii) the Firm's property used in the performance of the Services, and (iii) any documents prepared by the Firm in the performance of the Services shall taken by the firm suitably and adequately or as directed by the Director of Land Reforms, the client.
24. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication / arbitration in accordance with the Arbitration & Conciliation Act 1996. The Place of arbitration shall be in Chennai.

Place:

Date:

(Signature & Name of the client's Representative)

LIST OF ANNEXURES to the agreement

Annex A : Terms of Reference and Scope of Services

Annex B: Firms Personnel

Annex C: Firms Reporting Obligation

Format of Performance Security Deposit Bank Guarantee

To
 The Director of Land Reforms,
 Office of the Principal Secretary /
 Commissioner of Land Reforms,
 Ezhilagam, II Floor, West wing,
 Chepauk, Chennai . 600 005.

In consideration of the Director of Land Reforms (hereinafter referred as the %Client+, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/sõ õ õ õ õ õ õ õ ., having its office at õ õ õ õ õ õ õ .(hereinafter referred as the %Firm+ which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the client's Agreement noõ õ õ õ õ õ õ õ . dated õ õ õ õ õ õ õ valued at Rsõ õ õ õ õ õ õ (Rupeesõ õ õ õ õ õ õ ..), (hereinafter referred to as the %Agreement+) for õ and the Firm having agreed to furnish a Bank Guarantee amounting to Rsõ õ õ õ (Rupeesõ õ õ õ õ õ õ õ .) to the client for performance of the said Agreement. We,õ õ õ õ õ õ õ .(hereinafter referred to as the %Bank+) at the request of the Firm do hereby undertake to pay to the client an amount not exceeding Rsõ õ õ õ õ õ õ õ õ õ õ .(Rupees õ õ õ õ õ õ õ) against any loss or damage caused to or suffered or would be caused to or suffered by the client by reason of any breach by the said Firm of any of the terms or conditions contained in the said Agreement. We,õ õ õ õ õ õ õ õ õ õ õ (indicate the 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 client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the client by reason of breach by the said Firm of any of the terms or conditions contained in the said Agreement or any reason of the Firm's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rsõ õ õ õ õ õ õ õ õ õ õ (Rupeesõ õ õ õ õ õ õ õ õ ..).

We,õ õ õ õ õ õ õ õ õ õ .(indicate the name of Bank) undertake to pay to the client any money so demanded notwithstanding any dispute or disputes raised by the Firm in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid

discharge of our liability for payment there under and the Firm shall have no claim against us for making such payment.

We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Firm and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

We, _____ (indicate the name of Bank) further agree with the client that the client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Firm from time to time or to postpone for any time or from time to time any of the powers exercisable by the client against the said Firm 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 Firm or for any forbearance, act or omission on the part of the client or any indulgence by the client to the said Firm or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Firm(s). We, _____ (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the client in writing.

For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ (Rupees _____) only. The Bank shall be liable to pay the said amount or any part thereof only if the client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before _____ (indicate date falling 90 days after the due date of this Guarantee)].

For _____
Name of Bank:
seal of the Bank:

Dated the _____ day of _____, 2013.