

DELHI ELECTRICITY REGULATORY COMMISSIONBID DOCUMENT
MARCH 2021

Bid No. F.2(138)/Estt./DERC/2019-20/6787/

Name of work: Renovation work of Court Room in DERC premises.

Complete bid document which includes Notice Inviting Bid, General Terms & Conditions & Technical Bid, Financial Bid, and Bank Guarantee Formats etc. can be downloaded from DERC website: www.derc.gov.in. Any amendment(s)/ corrigendum / clarifications with respect to this Bid shall be uploaded on above mentioned website only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above mentioned website.

Sub: Renovation work of Court Room in DERC premises.

Dear Sir/Madam,

The Commission intends to carry out the work of renovation work of Court Room in DERC premises.

- 1.
2. The **Notice Inviting Bid** is enclosed at **Annexure 1**
3. The **General Terms & Conditions** are enclosed at **Annexure 2**
4. The **Technical Bid** to be submitted on the letter head of the Bidder in sealed cover format provided at **Annexure 3**
5. The **Financial Bid** to be submitted on the letter head of the Bidder in sealed cover as per schedule of requirement enclosed at **Annexure 4**
6. Format of "*Performance Bank Guarantee*" (PBG) is enclosed at **Annexure 5**
7. The last date and time of receipt of bids is **22.03.2021** at **1500 Hrs.**
8. Bids received after stipulated date and time will not be considered. The bids received within the stipulated date and time will be opened by DERC on the same day i.e., **22.03.2021** at **1600 Hrs.**

(Nalini Dubey)
Personnel Officer

| Notice Inviting Bid Sheet | |
|--|---|
| Bid No : | F.2(138)/Estt./DERC/2019-20/6787 |
| Organization Name : | DELHI ELECTRICITY REGULATORY COMMISSION |
| Contact Details | Official's Name Nalini Dubey, Personnel Officer |
| | Address O/o the Secretary ,DERC , Viniyamak Bhawan, C -Block, Shivalik, Malviya Nagar, New Delhi -110017 PH : 011-26673608/41080417 |
| | City New Delhi |
| Name of Work : | Renovation work of Court Room in DERC premises. |
| Mode of Bid Submission : | Sealed bid |
| Bid Type : | Open |
| Type of Contract: | Works |
| Last date & time of submission of Bid document : | 22.03.2021 at 15.00 hrs |
| Date & time of opening of Bid document : | 22.03.2021 at 16.00 hrs |
| Base Currency : | INR |
| Payment Details | |
| EMD Amount (INR): | Rs. 5,000/- |
| Bid Validity Period (Days): | 90 Days |
| Project Duration : | 10 Days (After handing over the site) |
| Eligibility Criteria : | <ol style="list-style-type: none"> 1. Bidder should have executed Civil works for any department/Company of Central Government/State Government/ PSU/ Private Sector Organization. 2. Average annual financial turnover of the Bidder during the last three years, should not be less than Rs. 2.20 Lakhs. 3. The Bidder should have below experience of having successfully completed civil works in any department of Central Govt. or Central autonomous body or Central PSUs or any department of State Govt. or State autonomous body or State PSUs or Private Sector Organization in the last Five Years ending previous day of last date of submission of Bid. <ol style="list-style-type: none"> a. Three similar works completed works each costing not less than Rs. 90,000/- Lakhs or b. Two similar completed works each costing not less than Rs. 1,10,000/- or c. One similar completed work costing not less than Rs. 1.75 Lakhs <p style="text-align: center;">(Similar work means: <u>Civil Work</u>)</p> 4. The Bidder should have Goods and Service Tax (GST) registration. 5. The Bidder should either have EPF registration or submit a self-declaration that EPF is not applicable to the Bidder, with reasons thereof. 6. The Bidder should either have ESI registration or submit a self-declaration that ESI is not applicable to the Bidder, with reasons thereof. 7. The Bidder shall file a self-declaration that they have not been black listed/debarred by any department of Central / State Government/ PSU/Private |

| | |
|-----------------------------|---|
| | Sector Organization in last 5 years. |
| Documents to be submitted : | <ol style="list-style-type: none"> 1. A Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity. 2. A document showing experience of the bidder in execution of Civil works by any department/Company of Central Government/ State Government or by a PSU/ Private Sector Organization. 3. A document showing the financial turnover of the Bidder during last 3 years, certified by the CA or copies of Audited Balance sheet and Profit and Loss account of last 3 years duly signed by the Auditor. 4. Completion Certificates of works issued by the company who awarded the contract to the bidder. 5. Copy of PAN card of the bidder. 6. Goods and Service Tax (GST) registration letter. 7. EPF registration letter/self-declaration regarding its non-applicability. 8. ESI registration letter/self-declaration regarding its non-applicability. <p>Note-</p> <ol style="list-style-type: none"> 1. EMD of the desired amount in the form of Demand Draft in favor of "Secretary, Delhi Electricity Regulatory Commission, New Delhi" and should not have been issued by the bank before the date on which NIT was published on the website. 2. The Bidder shall attach self-attested photo copies of the above documents along with the bid. 3. The Bidders furnishing false /fabricated experience certificate /documents shall be debarred from participating in any Bids issued by DERC |

(Nalini Dubey)
Personnel Officer

General Terms & Conditions

1. **Description of Work:- Renovation work of Court Room in DERC premises.**
2. **The Scope of Work:-** Renovation work of Court Room in DERC premises. Items are to be carried out as per details mentioned in the bill of quantity stated in the Financial bid / description of the work as per the bid documents. Renovation work of Court Room will be executed strictly as per specifications/description. No T&P or any other materials will be provided by the DERC. Work includes the removal of the waste material & disposal of the same from the working place to outside the DERC office Complex at an appropriate place without disturbing the routine functioning of the Commission & without defacement of the property/vehicles etc. of the Commission and also keeping the environmental aspect in view. The bidder shall ensure the work area is safe, clean and clear in all respects. Any type of loss or damage whatsoever may occur during the execution of the work shall be responsibility of the bidder/ contractor and shall be made good at his cost.
3. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 5,000/-** along with their bids. However, Bidders registered with Micro Small and Medium Enterprises / National Small Industries Corporation (MSME/NSIC) are exempted from depositing EMD as per the provisions of GFR 181. The EMD is to be submitted in the form of an Account Payee Demand Draft in favour of "*Secretary, Delhi Electricity Regulatory Commission*" payable at New Delhi from any of the Public Sector Banks. The EMD or MSME/NSIC certificate is to be submitted in a separate sealed envelope which shall be opened first. In case, there is no appropriate EMD or MSME/NSIC certificate in that envelope, then the Technical & Financial Bids will not be opened for that Bidder. Bids without EMD will be rejected as incomplete.
4. EMD of the unsuccessful bidders will be returned after the award of the contract. The EMD of the successful bidder would be returned, after receipt of Performance Bank Guarantee/ Fixed Deposit Receipt/Demand Draft which should be equivalent to 10% of the contract value.
5. **Manner of depositing the Bids**
 - i. **Bids shall be submitted in three envelopes, namely;**
 - (i) **Earnest Money Deposit**
 - (ii) **Technical bid**
 - (iii) **Financial bid**

The envelopes shall mention name of assignment and content of envelope (Technical Bid/Financial Bid/EMD) at the top, and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be submitted in the enclosed formats only.
 - ii. **These three envelopes shall be sealed in a large envelope. This envelope shall mention name of assignment at the top and the name of the submitting bidder at the left hand corner of the envelope.**
 - iii. Earnest Money Deposit of **Rs. 5,000/- (Rupees Five Thousand only)** in the form of Demand Draft in favour of Secretary, DERC, payable at New Delhi, shall be kept in a separate sealed envelope. **In case, separate envelope carrying suitable EMD is not found in the large envelope, technical bid of such bidders shall not be opened.** Any Bid not accompanied by acceptable Earnest Money Deposit will be summarily rejected as incomplete.

- iv. The Technical bid shall comprise of duly filled Annexure-3 along with all enclosures specified at Annexure-3. **In case all the documents in support of eligibility criteria mentioned in Annexure-3 are not found enclosed in the technical bid envelope, the bid shall be summarily rejected as non-responsive and financial bid of such bidders shall not be opened.** All Technical documents like literature, catalogues, etc., if any, shall be placed in the same sealed cover of technical bid. The technical bid shall not indicate particulars of the Financial bids otherwise the bids shall be liable to be rejected.
- v. Each page of bid should be numbered and signed by the authorized signatory with the seal of the Bidder. Further, any cutting, addition or overwriting on any page of the bid, shall be clearly marked and signed by the authorized signatory.
- vi. A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted with technical bid envelope.
6. No change in the amount of bid shall be permitted after submission of the bids. All the documents shall be duly signed and stamped by authorized person of bidder/supplier.
7. Sealed Bids should be either dropped in the Bid Box placed at Commission's Reception or sent by registered post at the address of Commission so as to reach on or before by 1500 Hrs on 22.03.2021. Late Bids will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX / E-mail will not be considered.
8. Bidders are advised to visit the O/o DERC to assess the required work and familiarize themselves with the local conditions and the work involved. The Bidders may, accordingly, quote their rates for the required work.
9. **Specifications:** Renovation work of Court Room in DERC premises shall strictly be as per the specifications stated in BOQ of Financial Bid (Annexure-4).
10. **Time and date for opening of Bids:** The bids will be opened on **22.03.2021 at 1600 Hrs.** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by DERC. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids. This event will not be postponed due to non-presence of representative of the bidder.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-Bid correction, unsigned bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional/part Bids will also be rejected.
12. **Validity of Bids:** The prices quoted in the Bids shall remain valid for **90 days** from the last date of submission of the Bids.
13. **Bid amount, Taxes and Duties:** The Bidder shall quote separately, the base price of Goods & services, and applicable taxes & duties. The evaluation of the Financial Bids will be based on the total price, i.e., base price + Taxes. The base price of Goods & services shall be firm and final. No escalation whatsoever shall be payable on base price. The applicable taxes and duties shall be paid as per actual.
14. **Contract agreement:** The successful bidder shall sign an agreement within 10 working days of issuance of Work Order by the Commission and also simultaneously furnish a "Performance Guarantee" of 10% (Ten percent) of the Contract value in form of Bank Guarantee/Fixed Deposit Receipt /Demand Draft in favour of "Secretary, Delhi Electricity Regulatory Commission", to be valid for a period of 10 months from the date of acceptance of work order. In case, the successful bidder fails to enter into the said contract agreement and/or fails to furnish the desired "Performance Guarantee" within 10 working

days from the issuance of the Work Order/Award Letter, the Commission at any stage reserves the right to terminate the Contract and forfeit the EMD.

15. **Indemnity Bond:** The successful Bidder shall submit an indemnity bond, indemnifying DERC from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 10 days from the date of work order, and before commencement of work at site:
- (a) Any third party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards & other accidents including death of any person/s or dispute and /or damages occurring, or arising out of any mishaps at site due to his/his employee/representative fault or negligence.
 - (b) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Contractor as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Contractor or the Contractor committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
 - (c) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.
15. **Evaluation criteria:** The bidder should quote price as per the details provided at Financial Bid. The quantity multiplied by rate shall be verified and in case of any arithmetical error, the rate quoted shall be taken for evaluation. The lowest evaluated price of the bidder shall be selected for the award of the contract.
16. **Terms of Work Order:**
- (a) The successful bidder shall have to complete the works within Ten (10) Days after handing over the site by DERC unless the period is extended by mutual agreement. Performance Guarantee shall be suitably extended in case of extension in project completion.
 - (b) The Material used in the works must be in brand new condition. Old/sub-standard/re-used/refurbished/ open seal Material will be returned and vendor will have to replace such material on his own expenses.
- 17 **Payment terms:**
- (a) Bills shall be submitted by the Contractor after completion of the work to DERC. The payment will be released to the contractor after verification of the bill. TDS and any other amounts as may be withheld/ deductible or recoverable in terms of the contract.
 - (b) The Bill shall be raised in favor of "*Secretary, Delhi Electricity Regulatory Commission*".
 - (c) Payment will be released through RTGS/NEFT/IMPS in the name of Contractor.
 - (d) Payment shall be made after the deduction of applicable taxes at source.
 - (e) The payments of the Contractor's bill shall be made within 30 days from the date of submission of the bill subject to acceptance of DERC.
18. **Price Variation:** It is a firm price contract and No escalation in the rates quoted is allowed.
19. **Insurance:** The Bidder should take appropriate insurance cover, as per the requirement of the work.
20. **Quantity Variation:** The quantities shown against the various items of works are approximate. Quantities of individual items may vary based on the requirement of the completion of the work. Payment shall be

made on the basis of actual quantities executed. Any increase or decrease in the quantities beyond this shall not form the basis for alteration of the rates quoted and accepted.

21. **Defect Liability Period:** The defect liability period of the works shall be 06 months after successful completion and handing over of work.
22. **Liquidated Damages:** The works of renovation work of Court Room in DERC premises. mentioned in BOQ shall be completed within the time schedule as indicated herewith. The Contractor shall be liable to pay liquidated damages as compensation for an amount equal to 0.25 % of the contract price of the entire work for every day's delay but not exceeding 10% on the total value of the order
23. **Termination of Contract:** The Commission shall have the right to terminate this Contract in part or in full in any of the following cases, if:-
(a) The work is delayed for more than 15 days beyond the scheduled date indicated in the Work Order, for reasons attributable to the Contractor.
(b) The Contractor is declared bankrupt or becomes insolvent.
(c) For any other reasons which in the opinion of Commission warrants cancellation of contract award.
24. In case the successful bidder fails to fulfill its obligations upto Defect / Liability period, the Commission would be entitled to forfeit the Performance Bank Guarantee furnished by them.
25. Electricity & Water for erection, commissioning and testing of equipment shall be provided by Commission free of cost. However, Commission does not guarantee the continuity of supply and no compensation whatsoever shall be allowed on this account.
26. The work shall be carried out by the Contractor in a manner complying in all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges which may be leviable at his own cost. Wherever local bye-laws require engagement of licensed Plumbers/Electrical inspectors or any other specialized persons, the Contractor shall engage them at his own cost. The completion certificates, wherever applicable, to meet the statutory obligations, shall be arranged by the Contractor.
27. The Contractor shall provide, at his own cost, all materials, plants, tools, equipments, appliances, implements, Ladder, cordages, tackle, scaffolding and temporary works, required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the DERC as to any matter under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The Contractor shall deploy without charge the requisite personnel with means and materials, necessary for the purpose of setting out the works, counting, weighting, and assisting in measurements or examination of the work from time to time.
28. The sealed proposal should be submitted to the following address:-
The Secretary,
Delhi Electricity Regulatory Commission,
Viniyamak Bhawan, C-Block, Shivalik,
Malviya Nagar, New Delhi-110017.
Ph. No.: 011-26673608, 41080417
29. DERC reserves the right to accept or reject any/all proposals without assigning any reason or incurring any liability whatsoever.

(Nalini Dubey)
Personnel Officer

TECHNICAL BID
(In the letter head of Bidder)

| | | |
|-----|--|----------------------|
| 1. | Full name of the Agency | |
| 2. | Complete Address | |
| 3. | Name of Proprietor / Partners / Directors | |
| 4. | Contact Number | Office: Residence |
| 5. | Commercial Registration Number (enclose proof) | |
| 6. | PAN Number, (attach copy of PAN Card) | |
| 7. | GST Number (enclose a copy) | |
| 8. | Turn Over of last 3 financial years i.e., FY 2018-19, FY 2017-18 & FY 2016-17 (enclose CA certificates) or Copies of Audited Balance Sheet and P&L for last 03 years duly signed by Auditor. | |
| 9. | Bank Account Details | |
| 10. | EPF & ESI registration (enclose proof) | |

Declaration:

I/We hereby declare the I/We have read & understood all the terms & conditions mentioned in the Bid inviting letter and I/We undertake myself/ourselves to abide by them. I/We further, declare that all the information given above is true.

I further declare that my/our Firm has never been blacklisted / debarred by any department of Central / State Government/ PSU/ *Private Sector Organization* in last 5years.

Enclosures with technical bid:

1. A Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.
2. A document showing experience of the bidder in execution of Civil works by any department/Company of Central Government/ State Government or by a PSU/ Private Sector Organization.
3. A document showing the financial turnover of the Bidder during last 3 years, certified by the CA or copies of Audited Balance sheet and Profit and Loss account of last 3 years duly signed by the Auditor.
4. Completion Certificates of works issued by the company who awarded the contract to the bidder.
5. Copy of PAN card of the bidder.
6. Goods and Service Tax (GST) registration letter.
7. EPF registration letter/self-declaration regarding its non-applicability.
8. ESI registration letter/self-declaration regarding its non-applicability.

(Signature of Bidder)

Place :

Name

Date:

Designation

FINANCIAL BID
(In the letter head of Bidder)

Renovation work of Court Room in DERC premises.

To,

The Secretary,
DERC, New Delhi.

Sir,

1. I/We have read and understood the contents of the Bid and agree to abide by the terms and conditions of this Bid.
2. I/We also confirm that in the event of my/our bid being accepted, I/we hereby undertake to furnish applicable Performance Bank Guarantee /Fixed Deposit Receipt /Demand Draft for obtaining the Work Order.
3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or has been blacklisted / debarred by any department of Central / State Government/ PSU/ *Private Sector Organization* in last 5 years, nor any criminal case registered against them / the firm. I/We further undertake to report to Secretary DERC, New Delhi immediately if any such action is taken in future against the Firm / Proprietor / Partners / Directors.
4. Financial Bid - **Renovation work of Court Room in DERC premises.**

Financial Bid Form: Schedule of work

| Item No | Item Description | Unit | Quantity | Rate | Amount |
|---------|--|------|----------|------|--------|
| 1. | Demolishing cement concrete manually/by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in Charge : Nominal concrete 1:4:8 or leaner mix (i/c equivalent design mix) | Cum | 9.09 | | |
| 2. | Disposal of building rubbish / malba/ similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved. Beyond 10km upto 20km | Cum | 9.09 | | |
| 3. | Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : New work (two or more coats) over and including water thinnable priming coat with cement primer | Sqm | 165.56 | | |
| 4. | 12 mm cement plaster of mix : 1:4 (1cement : 4 fine sand) | Sqm | 4.57 | | |
| 5. | Brick work with common burnt clay F.P.S (non modular) bricks of class designation 7.5 in foundation and plinth in : Cement mortar 1:6 (1 cement : 6 coarse sand) | Cum | 2.25 | | |

| Item No | Item Description | Unit | Quantity | Rate | Amount |
|---------|---|------|----------------------|------------|--------|
| 6. | Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, coloured, laid on 20mm thick cement mortar 1:4 (1 cement: 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete: Size of Tile 800x800 mm | Sqm | 94.04 m ² | | |
| 7. | Deduct for not using 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) bedding in laying of floor tiles and jointing with grey cement slurry @ 3.3 kg/ sqm. | Sqm | 94.04 m ² | | |
| 8. | Fixing glazed/ Ceramic/ Vitrified floor tiles with cement based high polymer modified quick-set tile adhesive (Water based) conforming to IS: 15477, in average 3mm thickness. | Sqm | 94.04 m ² | | |
| 9. | Removing of Carpet including dismantling of working Tables and re-fixing of the same. (19 nos) | LS | - | - | |
| 10 | Total | | | Rs. | |
| 11 | GST@..... | | | | |
| 12 | Grand Total (including GST) | | | | |

Total Amount in Words.....

Note : Technical Specification as per the above Bill of Quantities (BOQ).

(Signature of Bidder)

Place :

Name
Designation

Annexure-5

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref Bank Guarantee No.....

Date.....

To

Delhi Electricity Regulatory Commission
 Viniyamak Bhavan,
 C Block, Shivalik,
 Malviya Nagar
 New Delhi – 110017

Dear Sir,

In consideration of the DERC (hereinafter referred to as the 'Commission', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (Firm Name) with its Registered/Head Office at _____ (hereinafter referred to as the Firm, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Commission's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Firm, resulting into a Contract valued at Rs. _____ for _____ (Scope of Contract) _____ and the firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 5% (five percent) of the said value of the Contract to the Commission.

We _____ (Name & Address of the Bank), having its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Commission, on demand any and all monies payable by the Firm to the extent of _____ as aforesaid at any time upto _____ @ _____ (days/month/year) _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm. Any such demand made by the Commission on the Bank shall be conclusive and binding notwithstanding any difference between the Commission and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Commission and further agrees that the guarantee herein contained shall continue to be enforceable till the Commission discharges this guarantee.

The Commission shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Firm. The Commission shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Commission and the Consultant or any other course or remedy or security available to the Commission. The Bank shall not be relieved of its obligations under these presents by any exercise by the Commission of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Commission or any other indulgence shown by the Commission or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Commission 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 Consultant and notwithstanding any security or other guarantee that the Commission may have in relation to the Firm's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____* _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ (Firm Name) on whose behalf this guarantee has been given. In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 201____ at _____

Witness :

(Signature) (Signature)

(Name) (Name)

(Official address) (Designation with Bank stamp)

(Attorney as per Power of Attorney

No. _____

Dated _____)

NOTE: 1. * This sum shall be ten percent (10%) of the Contract Price.

@ The date will be 10 (Ten) months from the date of acceptance of work order.

2 The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG is issued or NCT of Delhi, whichever is higher.

(Signature of Bidder)

Place :

Name