

DELHI ELECTRICITY REGULATORY COMMISSIONTENDER DOCUMENT**February 2019**

Tender No. F.2(104)/Estt./DERC/2016-17

Name of work: **HIRING OF A TEA /COFFEE VENDING MACHINE AND SUPPLY OF TEA/COFFEE MATERIALS / CONSUMABLES FOR DERC OFFICE.**

Complete bid document which includes Notice Inviting Tender Sheet, General Terms and Conditions, Technical Bid, Technical Specifications, Financial Bid and 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 websites only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.

Sub: Hiring of a Tea/Coffee Vending Machine and Supply of Tea/Coffee Materials/Consumables for DERC Office.

Dear Sir/Madam,

The Commission intends for Hiring of a Tea/Coffee Vending Machine and Supply of Tea/Coffee Materials/Consumables for DERC Office.

1. The **Notice Inviting tender sheet** is enclosed at **Annexure 1**
2. The **General Terms & Conditions** are enclosed at **Annexure 2**
3. The **Technical Bid** is to be submitted in the letter head as per the format provided at **Annexure 3**
4. The **Technical Specifications** for hiring of Tea/Coffee Vending Machines and Supply of Tea/Coffee Materials/Consumables for DERC Office enclosed at Annexure 4
5. The **Financial Bid** is to be submitted in a separate sealed cover in the letter head of the Bidder as per the format at **Annexure 5**
6. The format for Performance Bank Guarantee is enclosed at **Annexure 6**
7. The pre bid conference at DERC Office on 15.02.2019 at 11.00 AM
8. The last date and time of receipt of tender is **18.02.2019 at 1500 Hrs.**
9. Tender received after stipulated date and time will not be considered. The bids received within the stipulated date and time will be opened by the Purchase & Works Committee on the same day i.e., **18.02.2019 at 1600 Hrs.**

(Mahesh Bhatt)
Executive Assistant

Annexure-1

Notice Inviting tender sheet		
Tender No :	F.2(104)/Estt./DERC/2016-17	
Organization Name :	DELHI ELECTRICITY REGULATORY COMMISSION	
Contact Details	Official's Name	Mahesh Bhatt, Executive Assistant
	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 :	Sub: Tender for Hiring of a Tea/Coffee Vending Machine and Supply of Tea/Coffee Materials/Consumables for DERC Office.	
Mode of Tender Submission :	Sealed bid	
Tender Type :	Open	
Type of Contract:	Works	
Pre bid Conference at DERC Office	15.02.2019 at 11.00 AM	
Last date & time of submission of tender document :	18.02.2019 at 15.00 hrs	
Date & time of opening of tender document :	18.02.2019 at 16.00 hrs	
Base Currency :	INR	
Payment Details		
EMD Amount (INR):	Rs. 10,000/-	
Bid Validity Period (Days):	90 Days	
Installation of the Tea/Coffee Machine :	Within 10 Days from the date of Award Letter	
Eligibility Criteria :	1. The firm / agency shall be Delhi based Authorized Distributor/Supplier/Franchise of Nestle (Nescafe), Hindustan Unilever (Bru), Amalgamated Bean Coffee Trading Co. Ltd. (Café Coffee Day), Lipton, Tata, Twingings or equivalent. Signed and scanned copy of documentary proof to be furnished.	

	2. The bidder should have its main / Head / Corporate Office/ Shop / Establishment in New Delhi. 3. Average annual financial turnover of the Bidder during the last three Financial Years, ending 31st March 2018 should be Rs. 3 Lakh. 4. The Bidder should have experience of having successfully completed similar 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, Multi National Companies, any Corporate during last Three Years ending previous day of last date of submission of tender: a. One similar completed work whose monthly bill costs not less than Rs.25,000/- b. Two similar completed works whose monthly bill costs not less than Rs.15,000/- 5. The bidder should submit documentary proof including purchase order /monthly bills for the above works. 6. The Bidder should have Goods and Service Tax (GST) registration. 7. The Bidder shall file a self-declaration that they have not been black listed/debarred by any department of Central / State Government/ PSU in last 5 years.
Documents to be submitted :	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 the financial turnover of the Bidder during last 3 years, certified by the CA or Audited Balance sheet and Profit and Loss account of last 3 years duly signed by the Auditor. 3. The bidder should submit documentary proof of the works executed as per the Sl. No. 5 of the eligibility criteria. 4. Goods and Service Tax (GST) registration letter. 5. Copy of PAN card of the bidder. Note- 1. EMD in the shape of Demand Draft in favour of <i>"Secretary, Delhi Electricity Regulatory Commission, New Delhi"</i> should be of exact amount 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 his bid. 3. The Bidders furnishing false /fabricated experience certificate /documents shall be debarred from participating in DERC future tenders.

Mahesh Bhatt

Personal Officer

Annexure 2

General Terms & Conditions

1. **Description of Work.** Hiring of a Tea/Coffee Vending Machine and Supply of Tea/Coffee Materials/Consumables for DERC Office.
2. **Scope of Work.** Bidder should provide and install a new tea and coffee vending machine at DERC office.
 - a. The bidder should maintain vending machine in good working condition. AMC for the tea and coffee machine is in the scope of the bidder.
 - b. Supply of Tea and Coffee materials/consumables as per the requirement.
3. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs.10,000/-** 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 non responsive.
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 signing of agreement & submission of PBG (Performance Bank Guarantee).
5. **Manner of depositing the Bids**
 - i. **Bids shall be submitted in three envelopes, namely;**
 - (i) Earnest Money Deposit
 - (ii) Technical bid along with Technical specification
 - (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.
 - 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. 10,000/- (Rupees Ten Thousand only) in 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 tender not accompanied by acceptable Earnest Money Deposit will be summarily rejected as non-responsive.

- iv. The Technical bid shall comprise of duly filled Annexure-3 and signed Annexure-4 (Technical specification) alongwith 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.
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 Tender 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 18.02.2019. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered.
8. **Pre Bid Conference.** Bidders are advised to visit the O/o DERC office during the pre bid conference on 15.02.2019 at 11.00 am 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. **Time and date for opening of Bids.** The bids will be opened on **18.02.2019 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.
10. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction, unsigned bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional/part tenders will also be rejected.
11. **Validity of Bids.** The prices quoted in the Bids shall remain valid for **90 days** from the last date of submission of the Bids.

12. **Bid Tender amount, Taxes and Duties.** The Bidder shall quote separately, the base price of Goods & services, and applicable taxes and duties. The base price of Goods & services shall be firm and final. No escalation whatsoever shall be payable. The applicable taxes and duties shall be paid as per actual.
13. The bidder should note that monthly hiring charges for the tea/coffee vending machine shall be payable by DERC to the bidder is based on the monthly Supply of Tea/Coffee Materials/Consumables payments excluding taxes (as per items stated in the Financial bid) as per the slab payment stated below :

Amount in Rs.

S. No.	Monthly Supply of Tea/Coffee Materials/Consumables payments excluding taxes	Monthly Hire Charges
1.	Up to 5000	2000
2.	5001 to 10000	1200
3.	10001 to 15000	800
4.	Above 15001	Free of charge

14. **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.
15. 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 Bank Guarantee”*** of **5% (Five percent)** of the Contract value in form of Bank Guarantee/Fixed Deposit Receipt in favour of *“Secretary, Delhi Electricity Regulatory Commission”*, to be valid upto a period of 15 months from the date of award. Based on the performance of the Bidder/Contractor, contract will be extended another two years, in that case Performance Bank Guarantee shall be extended accordingly by the bidder. In case, the successful bidder fails to furnish the desired ***“Performance Bank Guarantee”*** within stipulated time period, the Commission reserves the right to terminate the Contract and forfeiture of the EMD. Format of Performance Bank Guarantee is enclosed Annexure-6.
16. **Terms of Work Order.**
- The successful bidder has to complete the installation of Coffee/Tea vending machine within 10 days from the date of award letter unless the period is extended by mutual agreement.
 - The machine should be a new and good working condition.
 - The consumables must be branded and Old/sub-standard/re-used/ open seal Material will be returned and Bidder shall have to replace such material on his own expenses.

17. **Duration of the Contract period.** The contract will be awarded for a period of one year. However, extension for a further period of two years will be considered at the same rate, terms and conditions, subject to satisfactory performance.
18. **Liquidated Damages.** The Contractor shall be liable to pay liquidated damages as compensation for an amount equal to 0.25 % of the contract price of the whole work for every day's delay in providing service but not exceeding 10% on the total value of the order.
19. **Payment terms**
- (a) The Agency has to maintain the records of machine maintenance and duly signed delivery challans of material / consumables by DERC authorized official should be sent to DERC along with monthly bill. The frequency of the billing of the Agency / firm to whom work awarded will be once in a month before 5th day of every month. The monthly payment after deductions, if any, will be released by DERC within 15 days of submission of pre-receipted bill in duplicate.
 - (b) The invoice 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.
20. **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 service of Tea/Coffee machine is not available for more than 7 days for the reasons attributable to the Contractor.
 - (b) The Contractor is declared bankrupt or becomes insolvent or supplies sub-standard material/consumables.
 - (c) For any other reasons which is in the opinion of Commission warrants cancellation of contract award.
21. In case the successful bidder fails to fulfill its obligations as per the award letter/contract agreement, the Commission would be entitled to forfeit the Performance Bank Guarantee furnished by them.
22. **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 working 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 and 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.

23. Electricity, Water, Fridge and operational & storage space shall be provided by Commission free of cost. However, Commission does not guarantee the continuity of electricity & water supply and no compensation whatsoever shall be allowed on this account.
24. The Contractor shall provide, at his own cost, all materials, tools, equipments, appliances, required for proper execution of the work.
25. The quantities shown against the various items are approximate. Any increase or decrease in the quantities shall not form the basis for alteration of the rates quoted and payment shall be made as per the actual quantity and rates are remain same during the currency of the contract.
26. The selected agency shall supply the fresh material / consumables upto the satisfaction of DERC. A random check will be conducted by authorised officials of DERC to inspect the quality and quantity of the material / consumables. If at any point of time it is observed that the Firm has supplied stale/sub-standard material/consumables, the same shall lead to deduction of amount or levy of penalty as deemed fit by DERC.
- The selected agency shall attend machine rectification, technical complaint call and get it repaired on urgent basis **within 3 hours of lodging complaint** and to supply standby machine, if required.
27. 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

28. DERC reserves the right to accept or reject any/all proposals without assigning any reason or incurring any liability whatsoever.

(Mahesh Bhatt)
Executive Assistant

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 2017-18, FY 2016-17 & FY 2015-16 (enclose CA certificates) or Audited Balance sheet and Profit and Loss account of last 3 years duly signed by the Auditor.	
9.	Bank Account Details	

Declaration:

I/We hereby declare the I/We have read & understood all the terms & conditions mentioned in the Tender 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 in last 5years.

Enclosures with technical bid:

- a) 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.
- b) CA certificate in support of last three years turnover or Audited Balance sheet and Profit and Loss account of last 3 years duly signed by the Auditor.
- c) Copy of valid Goods & Service Tax of Delhi state.
- d) Copy of PAN card.
- e) Copy of Completion certificates/Award letters to substantiate the desired experience as per clause no. 5 of NIT.

(Signature of Bidder)

Place :

Name

Date:

Designation

Signature of Authorized signatory

Annexure-4**TECHNICAL SPECIFICATIONS**

- 1) Bidder should provide and install a new tea and coffee vending machine at DERC office.
- 2) The bidder should maintain vending machine in good working condition. AMC for the tea and coffee machine is in the scope of the bidder.
- 3) Supply of Tea and Coffee materials/consumables as per the requirement.
- 4) The bidder shall maintain sufficient stock of various items such as branded milk, tea, coffee, soup, cold tea sachets, tea bags, sugar, paper cups, beakers /stirrer etc. so as to meet DERC's requirement. The bidder shall not be permitted to stop supplying any item for any reason.
- 5) All products to be supplied should be of good quality & as per the approval of Food & Drug Administration and strictly within hygiene form.
- 6) If any of the consumables / material supplied is not found in good condition / unhygienic or expiry date or short supply, the same is liable to be rejected and returned. No payment shall be made on this account for the said rejected materials.
- 7) Delhi Electricity Regulatory Commission shall provide a space for installation of vending machines and storage of material etc. to the bidder at free of cost during the period of contract. DERC shall provide water, electricity, fridge and operational space to the selected Bidder for the sole purpose of operating vending machine.
- 8) The bidder shall maintain the proper record for supply of material / consumables in duplicate for every trip / requisition separately. The record slip should be got signed by the user with time and date. In no case, duty slip without signature will be accepted in support of the bill for payment unless specifically intimated in advance by DERC.
- 9) The maintenance/repair of Tea/Coffee/Soup vending machine supply of standby vending machine within 3 hours in case of major fault, shall be the responsibility of the selected bidder. Delhi Electricity Regulatory Commission will not entertain any request for any type of payment in this regard.
- 10) It should be ensured that there is no overwriting in the records slips. In no case, records slip without signature will be accepted for payment and if it is found so, the amount will be disallowed.
- 11) The corrective/ Breakdown Maintenance is to be carried out any time during 24hrs x365 days inclusive of all Sundays & Holidays.
- 12) For every maintenance or servicing work progress, Contractor shall prepare a work progress report, signed by Contractor's service Engineer and DERC staff. First copy of it will be handed over to DERC and second would be retained by Contractor's service engineer.

(Signature of Bidder)

Name

Designation

Place :

Date:

FINANCIAL BID**(In the letter head of Bidder)****Tender for Hiring of a Tea/Coffee Vending Machine and Supply of Tea/Coffee Materials/Consumables for DERC Office.**

To,

The Secretary,
DERC, New Delhi.

Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish applicable Performance Bank Guarantee 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 in last 5years, 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. I/We further and confirm that the quoted price includes the following Scope of the work:-
 - 1) I/We shall provide and install a new tea and coffee vending machine at DERC office.
 - 2) I/We shall maintain vending machine in good working condition and AMC for the tea and coffee machine is in our scope
 - 3) I/We shall Supply Tea and Coffee materials/consumables as per the requirement.
5. **Financial Bid - For Hiring of a Tea/Coffee Vending Machine and Supply of Tea/Coffee Materials/Consumables for DERC Office.** our rates excluding Taxes are as follows:-

Supply of Tea/Coffee Materials/Consumables

SR. NO.	DETAILS OF PRODUCTS	Unit	Monthly Quantity	Rate Per kg/ Packet	AMOUNT (IN Rs.)	
					Monthly (dx)=f	Yearly (fx12months=g)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Coffee Bean	1 kg	5 kg.			
2	Tea Bags					
2a	Cardamom	100 dips	10 packet			

SR. NO.	DETAILS OF PRODUCTS	Unit	Monthly Quantity	Rate Per kg/ Packet	AMOUNT (IN Rs.)	
					Monthly (dx)=f	Yearly (fx12months=g)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
		(1 packet)				
2b	Ginger	100 dips (1 packet)	10 packet			
2c	Masala	100 dips (1 packet)	10 packet			
2d	Assam/Plain Tea	100 dips (1 packet)	10 packet			
3	Lemon Tea	25 dips (1 packet)	15 packet			
4	Green Tea	25 dips (1 packet)	15 packet			
5	Tomato Soup, Per Sachet*	25 Sachet (1 Packet)	8 packet			
6	Hot & Sour, Per Sachet*	25 Sachet (1 Packet)	5 packet			
7	Sweet Corn, Per Sachet*	25 Sachet (1 Packet)	8 packet			
8	Good quality heavy Paper cups (150 ml)	100 piece (1 packet)	60 Packet			
9	Stirrers	1000 piece (1 packet)	2 Packet			
10	Milk	1 litre	125 Litre			
11	Sugar Sachets	1 kg	50 kg			
12	Sugar Free Sachets	1 kg	5 kg			
13	BASE PRICE (Total 1 to 12)					
14	APPLICABLE TAXES/GST					
15	GRAND TOTAL (BASE PRICE + TAXES)					

*Sachet refers to that amount of soup/sugar which is sufficient to make 150 ml cup of soup/tea.

Note : 1. Tea Bags (select the brand): Nestle (Nescafe)/ Hindustan Unilever (Bru)/Amalgamated Bean Coffee Trading Co Ltd. (Café Coffee Day)/Lipton/Twinings/Tata/or equivalent.

2. Milk (select the brand): Amul/Mother Dairy/Paras/ Ananda/ Café Coffee Day or equivalent.

3. Soup (select the brand): Knorr/Maggi/ Café Coffee Day or equivalent.

4. The above mentioned quantities are tentative in nature and may vary as per demand/season. Any increase or decrease in the quantities shall not form the basis for alteration of the rates quoted and payment shall be made as per the actual quantity and rates are remain same during the currency of the contract.

5. The bidder should note that monthly hiring charges for the tea/coffee vending machine shall be payable by DERC to the bidder is based on the monthly Supply of Tea/Coffee Materials/Consumables payments excluding taxes (as per items stated in the Financial bid) as per the slab payment stated below :

Amount in Rs.

S. No.	Monthly Supply of Tea/Coffee Materials/Consumables payments excluding taxes	Monthly Hire Charges
1.	Up to 5000	2000
2.	5001 to 10000	1200
3.	10001 to 15000	800
4.	Above 15001	Free of charge

6. Hiring charges is inclusive of AMC charges.
7. The above quoted rates will remain valid for a period of one year

(Signature of Bidder)

Name

Designation

Place:

Date:

Annexure 6**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 Firm, 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 Firm 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 Firm 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 five percent (5%) of the Contract Price.

@ The date will be 3 (three) months beyond the completion date of the assignment.

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 PBG is issued or NCT of Delhi, whichever is higher.