

DELHI ELECTRICITY REGULATORY COMMISSIONTENDER DOCUMENT**July, 2019**

Tender No. F.1(527)/Estt./DERC/2018-19

Name of work: Construction of Rain Water Harvesting System in DERC premises.

Complete bid document which includes Notice Inviting Tender, General Terms and Conditions, Technical Bid, Financial Bid 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: Construction of Rain Water Harvesting System in DERC premises.

Dear Sir/Madam,

The Commission intends to Construct Rain Water Harvesting System in DERC premises.

1. The **Notice Inviting Tender** is enclosed at **Annexure 1**
2. The **General Terms & Conditions** are enclosed at **Annexure 2**
3. The **Technical Bid** is to be submitted on the letter head of the bidder in the format provided at **Annexure 3**
4. The **Financial Bid** is to be submitted in a separate sealed cover on the letter head of the Bidder as per the format at **Annexure 4**
5. Format of "*Performance Bank Guarantee*" (PBG) is enclosed at **Annexure 5**
6. The Drawings for the work of Rain Water Harvesting System is enclosed at **Annexure 6**.
7. The last date and time of receipt of tender is **25.07.2019 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 on the same day i.e., **25.07.2019 at 1600 Hrs.**

(Mahesh Bhatt)
Executive Assistant

Annexure-1

Notice Inviting Tender		
Tender No :	F.1(527)/Estt./DERC/2018-19	
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 :	<u>Sub: Construction of Rain Water Harvesting System in DERC premises.</u>	
Mode of Tender Submission :	Sealed bid	
Tender Type :	Open	
Type of Contract:	Works	
Last date & time of submission of tender document :	25.07.2019 at 15.00 hrs	
Date & time of opening of tender document :	25.07.2019 at 16.00 hrs	
Base Currency :	INR	
Payment Details		
EMD Amount (INR):	Rs. 6,000/- (Six Thousand Only)	
Bid Validity Period (Days):	90 Days	
Project Duration	02 Months	
Eligibility Criteria :	1. Bidder should be an enlisted contractor in Civil category by any department/Company of Central Government/State Government or by a PSU. 2. Average annual financial turnover of the Bidder during the last three Financial Years, ending 31st March 2019 should be Rs. 10 Lakh. 3. The Bidder should have below experience of having successfully completing 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, in the last Five Years ending previous day of last date of submission of tender:	

	a. Three similar completed works each costing not less than Rs. 1.20 Lakhs or b. Two similar completed works each costing not less than Rs. 1.50 Lakhs or c. One similar completed work costing not less than Rs. 2.30 Lakhs (Similar work means: <u>Construction of Rain Water Harvesting System</u>) 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 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 enlistment of bidder in Civil Category by any department/Company of Central Government/ State Government or by a PSU 3. 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. 4. Completion Certificates of works. The completion certificate should be signed by an officer not below the rank of the officer who signed the award letter along with BOQ. 5. Copy of PAN card of the bidder. 6. EPF registration letter/self declaration regarding its non-applicability. 7. Goods and Service Tax (GST) registration letter. Note:- 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 tenders issued by DERC.

Mahesh Bhatt

Executive Assistant

Annexure 2**General Terms & Conditions**

1. **Description of Work.** Construction of Rain Water Harvesting System in DERC premises.
2. **The Scope of Work :** Construction of rain water harvesting system of size 4.00 m X 4.00 m x 4.00 m. 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 Financial bid. Boring & lowering of casing will be executed strictly as per specifications up to the required depth. No T&P or any other materials will be provided by the DERC. Work includes the removal of the excavated earth, debris etc. & 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 workable area safe & clear in all respect. Any type of loss or damage what so ever that may be occurred during the execution of the work will be rectified by the bidder/contractor at free of cost.
3. 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/Demand Draft Receipt which should be equivalent to 10% of the contract value.
4. **Manner of depositing the Bids**
 - i. **Bids shall be submitted in three separate envelopes, namely;**
 - (i) **Earnest Money Deposit**
 - (ii) **Technical bid**
 - (iii) **Financial bid**

The envelopes shall mention name of assignment and content of envelope (EMD/Technical Bid/Financial Bid) 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.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 6,000/-** 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, the Technical & Financial Bids will not be opened for that Bidder. Bids without EMD will be rejected as non responsive.

- iv. The Technical bid shall comprise of duly filled Annexure-3 and signed 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 envelope of technical bid. The technical bid shall not include 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.
5. 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.
6. 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 25.07.2019. 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.
7. 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.
8. **Specifications.** Construction of Rain Water Harvesting System in DERC premises shall strictly be as per specifications/ description stated in Bill of Quantity (BOQ) in Annexure-4.
9. **Time and date for opening of Bids.** The bids will be opened on **25.07.2019 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 works, and applicable taxes & duties. The base price of works shall be firm and final. No escalation whatsoever shall be payable. The applicable taxes and duties shall be paid as per actual.
13. **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 Bank Guarantee" of 10% (Ten percent) of the Contract value in form of Bank Guarantee/Fixed Deposit/Demand Draft Receipt in favour of "Secretary, Delhi Electricity Regulatory Commission", to be valid for a period of 15 months from the date of successful completion and handing over of works. In case, the successful bidder fails to enter into the said contract agreement and/or fails to furnish the desired "Performance Bank Guarantee" within 10 days from the issuance of the Work Order/Award Letter, the Commission reserves the right to terminate the Contract and forfeit the EMD.
14. **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 whichever is earlier:
- (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.
15. **Defect Liability Period.** The defect liability period of the works shall be 12 months after successful completion and handing over of work.
16. **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.

17. **Terms of Work Order**

(a) The successful bidder shall have to complete the works within 60 days from the date of Work Order unless the period is extended by mutual agreement.

(b) The material used in the works must be of good condition. Old/Sub-standard/re-used/ open seal material will be returned and vendor will have to replace such material at his own expense.

18. **Payment terms**

Bills shall be submitted by the Contractor after completion of the work to DERC. 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.

Payment of the Contractor's bills shall be made by the DERC within 30 days from the date of submission of the bill subject to the acceptance of the DERC.

(a) The bills shall be raised in favor of "*Secretary, Delhi Electricity Regulatory Commission*".

(b) Payment will be released through RTGS/NEFT/IMPS in the name of Contractor.

(c) Payment shall be made after deducting applicable taxes at source and any other recovery as per the terms of the contract.

19. **Liquidated Damages.** The works of Construction of Rain Water Harvesting System 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 in providing service but not exceeding 10% on the total contract price.

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 work is delayed for more than 10 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 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 work order/contract agreement, the Commission would be entitled to forfeit the Performance Bank Guarantee.

22. **Power Supply** The Contractor shall make arrangements for the full anticipated requirement of construction power by installing Diesel Generating sets (without noise/silent) and operate these sets for generation of power required for execution of Works under the Contract, at no extra cost to the DERC.
23. The Contractor at his own cost shall provide and install all necessary electrical installations and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the Works. All work areas shall be provided with appropriate illumination by the Contractor at his own expenses for their proper execution and inspection in accordance with the provisions of laws in force.
24. No payment shall be made by the DERC for generation, distribution and consumption of electricity in execution of Works by the Contractor.
25. **Supply of Water** The Contractor shall make his own arrangements for water required for and in connection with the work at his cost. It shall be the responsibility of the contractor to satisfy himself that the water arranged by him is fit for construction & consumption and he shall adequately treat such water whenever it is not found fit for the said purposes.
24. The work shall be carried out by the Contractor in a manner complying all respect with the requirement of relevant bye-laws/orders of the Local/Municipal bodies and pay all fees and charges 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.
25. 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.
26. The quantities shown against the various items of works are approximate. Any increase or decrease in the quantities shall not form the basis for alteration of the rates quoted and accepted.
27. In case of items for which rates are not available in the Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.

28. In the cases, where analogous items are not available in the Bill of Quantities and, such items shall be termed as extra items, the Contractor, within 15 days (or as agreed by the DERC) of receipt of order to execute such items shall submit rate analysis to the DERC supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and taxes, levies if paid), actual wages for labour and ownership & operational cost of construction equipment as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/equipment actually engaged for the particular work. The standard norms for materials and labour specified herein shall mean those specified in prevalent 'Delhi Schedule of Rates' with declared premium.
29. The DERC shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor.
30. The Contractor shall provide, at his own cost, all materials, tools, equipments, appliances, required for proper execution of the work.
31. 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

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

(Mahesh Bhatt)
Executive Assistant

Annexure-3**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 Audited Balance sheet and Profit and Loss account of last 3 years duly signed by the 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 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) EPF registration letter/self declaration regarding its non- applicability*
- e) ESI registration letter/self declaration regard its non-applicably*
- f) Copy of PAN card.*

- g) Document showing enlistment in any department/company of Central/ State Government/ PSU in Civil/ Electrical category.*
- h) Completion certificates of similar works*

Place :

Date:

(Signature of Bidder)

Name

Designation

Annexure-4**FINANCIAL BID****(In the letter head of Bidder)****Construction of Rain Water Harvesting System in DERC premises**

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 submit a Performance Bank Guarantee of a value of 10 percent of 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. **Financial Bid** - For Construction of Rain Water Harvesting System in DERC premises our rates excluding Taxes are as follows:-

SCHEDULE OF QUANTITIES & PRICES FOR
CONSTRUCTION OF RAIN WATER HARVESTING SYSTEM

Sl.N o.	Description	Unit	Qty.	Rate (Rs.)		Amount (Rs.)
				(In Figure)	(In Words)	
1.	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed for all kinds of soil	cum	64			
2.	Brick work with common burnt clay F.P.S. (non modular) bricks of class	cum	15.57			

Sl.N o.	Description	Unit	Qty.	Rate (Rs.)		Amount (Rs.)
				(In Figure)	(In Words)	
	designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)					
3.	Cement plaster 1:3 (1 cement: 3 coarse sand) finished with a floating coat of neat cement for 12 mm cement plaster	sqm	64.00			
4.	Boring/drilling bore well of required dia for casing/ strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/ bore log, including hire & running charges of all equipment, tools, plants & machineries required for the job, all complete as per direction of Engineer -in-charge, up to 90 metre depth below ground level for all types of soil unto 300 mm dia	meter	90.00			
5.	Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS: 12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer -in-charge. 200mm nominal size dia.	meter	40.00			
6.	Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, including hire & labour charges, fittings & accessories etc. all complete, for all depths,	meter	20.00			

Sl.N o.	Description	Unit	Qty.	Rate (Rs.)		Amount (Rs.)
				(In Figure)	(In Words)	
	as per direction of Engineer-in-charge. 200 mm nominal size dia.					
7.	Supplying, filling, spreading & leveling stone boulders of size range 5 cm to 20 cm, in recharge pit, in the required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge	cum	8.96			
8.	Supplying, filling, spreading & leveling gravels of size range 5 mm to 10 mm, in the recharge pit, over the existing layer of boulders, in required thickness, for all leads & lifts, all complete as per direction of Engineer-in-charge.	cum	8.00			
9.	Supplying, filling, spreading & leveling coarse sand of size range 1.5 mm to 2 mm in recharge pit, in required thickness over gravel layer, for all leads & lifts, all complete as per direction of Engineer - in-charge.	cum	8.00			
10.	Gravel packing in tube well construction in accordance with IS: 4097, including providing gravel fine/ medium/ coarse, in required grading & sizes as per actual requirement, all complete as per direction of Engineer-in-charge.	cum	0.58			
11.	Providing, hoisting and fixing up to floor five level precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window sills and the like, including the cost of required centering, shuttering	cum	2.40			

Sl.N o.	Description	Unit	Qty.	Rate (Rs.)		Amount (Rs.)
				(In Figure)	(In Words)	
	but excluding cost of reinforcement, with 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20 mm nominal size).					
12.	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. 5.22.1 Mild steel and Medium Tensile steel bars	Kg	192			
13.	Providing and fixing G.I. pipes complete with G.I. fittings including trenching and refilling etc. 50 mm dia. nominal bore	meter	10			
	Total					
	GST					
	Grand Total					

(Signature of Bidder)

Name

Place:

Date:

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 10% (ten 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 relived 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 15 months from the date of successful completion and handing over of works..

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