

DELHI ELECTRICITY REGULATORY COMMISSIONBID DOCUMENTApril 2023

Bid No. F.3(7)/Estt./DERC/2017-18

Name of work: Repair work on roof top of second floor.

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: Repair work on roof top of second floor

Dear Sir/Madam,

1. The Commission intends to carry out the work of **Repair work on roof top of second floor**.
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. Site inspection form is enclosed at **Annexure 6**
8. The last date and time of receipt of bids is 24.04.2023 **at 1500 Hrs.**
9. 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., 24.04.2023 at **1600 Hrs.**

(Nalini Dubey)
Personnel Officer

Notice Inviting Bid Sheet	
Bid No :	F.3(7)/Estt./DERC/2017-18
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 :	Repair work on roof top of second floor
Mode of Bid Submission :	Sealed bid
Bid Type :	Open
Type of Contract:	Works
Last date & time of submission of Bid document :	24.04.2023 at 15.00 hrs
Date & time of opening of Bid document :	24.04.2023 at 16.00 hrs
Base Currency :	INR
Payment Details	
EMD Amount (INR):	Rs. 3,000/-
Bid Validity Period (Days):	90 Days
Project Duration :	01 Month
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, ending 31st March 2022 should not be less than Rs.1.5 Lakhs. 3. The Bidder should have experience of 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 for the value and number of works stated below. <ol style="list-style-type: none"> a. Three similar completed works, each costing not less than Rs.0.60 Lakhs or b. Two similar completed works, each costing not less than Rs.0.75 Lakhs or c. One similar completed work, costing not less than Rs.1.20 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.

	<p>6. The Bidder should either have ESI registration or submit a self-declaration that ESI is not applicable to the Bidder, with reasons thereof.</p> <p>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.</p>
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 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:** Repair work on roof top of second floor.
2. **The Scope of Work:** Repair work on roof top of second floor. 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. Repair work on roof top of second floor will be executed strictly as per specifications/description. No tools & plants 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. Site inspection must be carried out before submitting the bids.
3. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 3,000/-** 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. 3,000/- (Rupees Three 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 24.04.2023. 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 must 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 alongwith dully singed certificate of visit to DERC site (SITE VISIT FORMAT CERTIFICATE ATTACHED).
9. **Specifications:** Repair work on roof top of second floor 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 24.04.2023 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 09 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:
- 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.
 - 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.
 - Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.
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:**
- The successful bidder shall have to complete the works within 01 month from the date of Work Order unless the period is extended by mutual agreement. Performance Guarantee shall be suitably extended in case of extension in project completion.
 - 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 expanses.
18. **Payment terms:**
- The payment shall be made after successful completion of work.
 - The payment of the Contractor's bill shall be made within 30 days from the date of submission of the bill subject to acceptance of DERC.
 - The invoice shall be raised in favor of "*Secretary, Delhi Electricity Regulatory Commission*".
 - Payment will be released through RTGS/NEFT/IMPS in the name of Contractor.
 - Payment shall be made after the deduction of applicable taxes at source.
19. **Price Variation:** It is a firm price contract and no escalation in the rates quoted is allowed.
20. **Insurance:** The Bidder should take appropriate insurance cover, as per the requirement of the work.
21. **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.
22. **Defect Liability Period:** The defect liability period of the works shall be 06 months after successful completion and handing over of work.
23. **Liquidated Damages:** The repair work on roof top of second floor premises mentioned in BOQ shall be completed within the time schedule as indicated in clause in 17. 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.

24. **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.
25. In case the successful bidder fails to fulfill its obligations upto Warranty/Guarantee period, the Commission would be entitled to forfeit the Performance Bank Guarantee furnished by them.
26. Electricity & Water for completion of the work shall be provided by the Commission free of cost. However, Commission does not guarantee the continuity of supply and no compensation whatsoever shall be allowed on this account.
27. 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.
28. 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 completion of the work.
29. 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
30. DERC reserves the right to accept or reject any/all proposals without assigning any reason or incurring any liability whatsoever.

(Nalini Dubey)
Personnel Officer

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 2021-22, FY 2020-21 & FY 2019-20 (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 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)
Name

Place:

Date:

Designation

FINANCIAL BID
(In the letter head of Bidder)

Repair, Whitewash, Painting and Polishing of DERC Building.

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 - **Repair work on roof top of second floor.**

Financial Bid Form: Schedule of work

Item No.	Item Description	Unit	(Estimated Qty.)	Rate	Amount
1.	Disconnecting damaged overhead/terrace PVC water storage tank of any size from water supply line and removing from the terrace including shifting at ground level as per direction of Engineer-in-charge	Nos.	8		
2.	Dismantling 15 to 40 mm dia G.I. pipe including stacking of dismantled pipes (within 50 metres lead) as per direction of Engineering-in-Charge. (a) Internal Work- Exposed on wall	metre	100		
3.	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq.meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per direction of Engineer-in-Charge. - With cement mortar 1:4 (1cement: 4 coarse sand)	sqm	54.71		
4.	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. - in cement Mortar	cum	0.48		
5.	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	sqm	54.71		
6.	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design : In 75x75 mm deep chase	metre	100		
7.	Dismantling steel work in single sections including dismembering and stacking within 50 metres lead in: R.S. Joists	Kg	510.72		

8.	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead - For thickness of tiles 10 mm to 25 mm	sqm	16.65		
9.	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	cum	3		
10.	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall				
	25 mm nominal dia Pipes	metre	50		
	32 mm nominal dia Pipes	metre	13		
	50 mm nominal dia Pipes	metre	43		
	Providing and fixing Gatewall- 50 mm	no.	1		
	Providing and fixing Union- 50 mm	no.	1		
	Providing and fixing Tank Nipple- 50 mm	no.	1		
	Providing and fixing Gatewall- 32 mm	nos.	3		
	Providing and fixing Union- 32 mm	nos.	3		
	Providing and fixing Tank Nipple- 32 mm	no.	1		
	Providing and fixing Gatewall- 25 mm	nos.	10		
	Providing and fixing Union- 25 mm	nos.	10		
	Providing and fixing Tank Nipple- 25 mm	no.	1		
	Total				
	GST@.....				
	Grand Total (including GST)				

Total Amount in Words.....

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

Place:

(Signature of Bidder)

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 10% (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 _____ 20____ 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 three percent (10%) of the Contract Price.

@ The date will be 9 (nine) 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.

CERTIFICATE OF SITE INSPECTION REPROT

(On Bidder Letter Head)

I, _____ (Bidder Name) Owner/Director/Proprietor/Partner/Authorized Signatory of M/s _____ having its registered office address at _____ have inspected the site on date _____ for the work _____ at _____ and its surrounding have understood the nature and scope of work. I have also read all the specifications, terms and conditions of this Tender Documents.

Signature of Bidder

Name : _____

Designation : _____

Company Seal : _____

Signature of Officer In charge

Date :

Signature of Authorized signatory