

OFFICE OF THE GARHBETA-I PANCHAYAT SAMITI

GARHBETA::PASCHIM MEDINIPUR

Ph. No. (03227) 265053 :: Fax No. (03227) 267492

Email Id: bdo.garh1@gmail.com / bdo.garh1@yahoo.com**NOTICE INVITING e-TENDER**

Notice Inviting e-Tender No. **WBPMID/GBT1/EO/15thFC(23-24)/eNIT-70(06)/2023-24,**
Dated-29/02/2024 of The Executive Officer, Garhbeta-I Panchayat Samiti, Garhbeta, Paschim Medinipur.

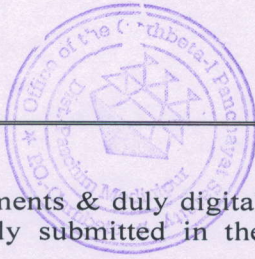
The Executive Officer, Garhbeta-I Panchayat Samiti, Garhbeta, Paschim Medinipur
 invites e-tender for the work detailed in the table below.

(Submission of Bid through **online**)**Details of the Scheme:**

Sl. No	Name of the work	Estimated Amount (Rs.)	Tender Amount (including 18% GST & 1% Labour Welfare Cess) (Rs.)	Earnest Money (2%) Deposited in online (Rs.)	Period of Completion	Eligibility of Contractor
1	Installation of Submersible Pump at Lakhyatapol Health and wellness centre under Shyamnagar GP within Garhbeta-I Panchayat Samiti.. Under-15 th FC Supplementary of 23-24 FY having activity code- 95145153	Rs. 1,24,000.00 (INR One Lakh twenty Four Thousand Only)	Rs. 1,24,000.00 (INR One Lakh twenty Four Thousand Only)	Rs. 2,480.00 (INR wo thousand Four Hundred Eighty only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti	60 (Sixty) days from the date of received of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Liscence & GST Registration with up to date GST return etc.
2	Installation of Submersible Pump at Kharikasuli Health and wellness centre under Dhadika GP within Garhbeta-I Panchayat Samiti.. Under-15 th FC Supplementary of 23-24 FY having activity code- 95146189	Rs. 1,24,000.00 (INR One Lakh twenty Four Thousand Only)	Rs. 1,24,000.00 (INR One Lakh twenty Four Thousand Only)	Rs. 2,480.00 (INR wo thousand Four Hundred Eighty only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti	60 (Sixty) days from the date of received of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Liscence & GST Registration with up to date GST return etc.
3	Installation of Submersible Pump at Gilabani Health and wellness centre under Agra GP within Garhbeta-I Panchayat Samiti.. Under-15 th FC Supplementary of 23-24 FY having activity code- 95146963	Rs. 1,24,000.00 (INR One Lakh twenty Four Thousand Only)	Rs. 1,24,000.00 (INR One Lakh twenty Four Thousand Only)	Rs. 2,480.00 (INR wo thousand Four Hundred Eighty only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti	60 (Sixty) days from the date of received of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Liscence & GST Registration with up to date GST return etc.

Sl. No	Name of the work	Estimated Amount (Rs.)	Tender Amount (including 18% GST & 1% Labour Welfare Cess) (Rs.)	Earnest Money (2%) Deposited in online (Rs.)	Period of Completion	Eligibility of Contractor
4	Installation of Submersible Pump at Garhbeta (near Sarbamangala) Health and wellness centre under Garhbeta GP within Garhbeta-I Panchayat Samiti.. Under-15th FC Supplementary of 23-24 FY having activity code- 95148734	Rs. 1,24,000.00 <i>(INR One Lakh twenty Four Thousand Only)</i>	Rs. 1,24,000.00 <i>(INR One Lakh twenty Four Thousand Only)</i>	Rs. 2,480.00 <i>(INR two thousand Four Hundred Eighty only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti</i>	60 <i>(Sixty)</i> days from the date of received of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Liscence & GST Registration with up to date GST return etc.
5	Installation of Submersible Pump at Kharkusma Health & wellness centre under Kharkusma GP within Garhbeta-I Panchayat Samiti.. Under-15th FC Supplementary of 23-24 FY having activity code- 95152601	Rs. 1,24,000.00 <i>(INR One Lakh twenty Four Thousand Only)</i>	Rs. 1,24,000.00 <i>(INR One Lakh twenty Four Thousand Only)</i>	Rs. 2,480.00 <i>(INR two thousand Four Hundred Eighty only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti</i>	60 <i>(Sixty)</i> days from the date of received of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Liscence & GST Registration with up to date GST return etc.
6	Installation of Submersible Pump at Uparjaba Health & wellness centre under Shyamnagar GP within Garhbeta-I Panchayat Samiti.. Under-15th FC Supplementary of 23-24 FY having activity code- 95153788	Rs. 1,24,000.00 <i>(INR One Lakh twenty Four Thousand Only)</i>	Rs. 1,24,000.00 <i>(INR One Lakh twenty Four Thousand Only)</i>	Rs. 2,480.00 <i>(INR two thousand Four Hundred Eighty only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti</i>	60 <i>(Sixty)</i> days from the date of received of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Liscence & GST Registration with up to date GST return etc.

- 1) In the event of e-filling, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC).
- 2) The Earnest Money Deposit must be paid by the bidder through Net Banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment gateway. After technical evaluation and on receipt of the information from the e-procurement portal, the EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to bidders' Bank account from which the bidder made the payment transaction of EMD. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than First Lowest and Second Lowest bidders will be refunded through an automated process. After issue of "Award of Contract" (Work Order) to the Lowest bidder, EMD of the Second lowest bidder will be refunded in the same manner to his Bank account from which he made the payment transaction of EMD.
The bidders who are exempted to deposit EMD as per existing Government order in force should submit an application including supporting Government order claiming exemption of EMD and same need to be uploaded in folder 'EMD'.



- 3) Properly indexed & self-attested documents & duly digitally signed of both the **Technical Bid** and **Financial Bid** should be concurrently submitted in the website mentioned above as per time schedule given below.
- 4) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in **Sl. No.-17**.
- 5) The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the 'Tender Evaluation Committee' of Garhbeta-I Panchayat Samiti, Garhbeta, Paschim Medinipur. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
- 6) **Eligibility criteria for participation in the tender.**
 - i. Bonafied Contractors, Registered Engineers Co-operative Societies or similar societies registered with the State Government and contractors of Central Government / MES / Railways for execution of civil works are eligible to participate, depending on the criteria as detailed below.
 - (a) The bidders must have satisfactory completion report as a Prime Agency during the last 5(five) Financial years from the date of issue of this notice at least one work of Same Type under the authority of State / Central Govt., State / Central Govt. undertaking / Statutory Bodies constituted under the statute of the Central / State Govt. and having a magnitude of 40 (forty) % of the amount put to tender.

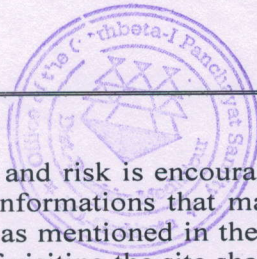
The Credential Certificate (Form-3) along with order and BOQ (in standard format of NIC or copy / copies duly signed by the authority concerned) must be submitted by the agency for authenticating his executed work and also payment certificate (if any) should be submitted by the agency. The name & detail address of the bidder must be indicated in the Credential Certificate (Non-statutory Documents).
 - (b) Income Tax return for the Financial Year for 2021-22, 2022-23 & 2023-24. P.Tax deposit challan for the year of 2023-24, PAN card, GST Registration Certificate (updated / latest GST return), Trade Licence for 2023-24, Balance Sheet of last 3 years etc with the Technical Bid document.
 - ii. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 3 (*three*) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive).
 - iii. The prospective bidders should own or arrange, the required plant and machineries through their own arrangement and relative papers must be submitted through e-procurement system by using their DSC.
 - iv. Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted. The company shall furnish the Article of Association and Memorandum.
 - v. Registered Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Minutes of last A.G.M., valid certificate from A.R.C.S. along with other relevant supporting papers.
 - vi. **Joint Ventures will not be allowed.**
 - vii. A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.
- 7) Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is 40% of the tendered amount.
- 8) Escalation of prices in respect of construction materials shall not be considered.
- 9) No mobilisation advance and secured advance will be allowed.
- 10) **Security Deposit:**

Retention money towards performance Security amounting to 10% (ten percent) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on Security Deposit.

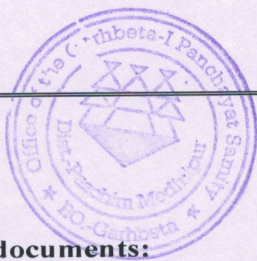
- 11) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
- 12) All materials required for the proposed work including cement and steel shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufactured accordingly and shall be procured and supplied by the agency at their own cost including all taxes. Authenticated evidence for purchase of cement and steel are to be submitted along with challan and test certificate. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.
- 13) Audited Balance Sheets (**Audited & Authenticaed by Chartered Accountant**) of last three financial years i.e. 2020-21, 2021-22 & 2022-23 with auditor's certificate regarding annual turnover from contract business in each year.
- 14) Constructional Labour Welfare CESS @ 1% (*one percent*) of cost of construction will be deducted from every Bill of the selected agency.
- 15) **There shall be no provision of Arbitration.**
- 16) Bid shall remain valid upto the last day of submission of Tender. If the bidder withdraws the bid during the period of dropping, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- 17) **Date and Time Schedule :**

Sl. No.	Particulars	Date (DD.MM.YYYY) & Time
01.	Publishing Date (Online)	29.02.2024 (06:00 P.M. onwards)
02.	Document Download start date (Online)	01.03.2024 (10:00 A.M. onwards)
03.	Bid submission start date (Online)	01.03.2024 (10:00 A.M. onwards)
04.	Bid Submission closing (Online)	09.03.2024 (upto 04:00 P.M.) (The mentioned date may differ due to unavailability of slot in the portal)
05.	Last Date of submission of original copies of tender documents for verification.	Only for L-1 Bidder & this will be notified later on.
06.	Date for verification of original documents.	Only for L-1 Bidder & this will be notified later on.
07.	Technical Bid opening date (Online)	11.03.2024 (04:30 P.M. onwards) (The mentioned date may differ due to unavailability of slot in the portal)
08.	Date of uploading list for Technically Qualified Bidder & Financial Bid opening (online)	To be notified later on.

- 18) The Prospective Bidder shall have to execute the work in such a manner so that appropriate service level of the work is maintained during progress of work and a period of 6 (six) month from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge. If any defect / damage is found during the period as mentioned above, the contractor shall make the same good at his own cost to the specification at par with instant project work. On failure to do so, penal action against the contractor will be imposed by the Executive Officer, Garhbeta-I Panchayat Samiti, as deem fit. The contractor may quote his rate considering the above aspect. Refund of Security Deposit will only be made after successful maintaining of appropriate service level of the work as mentioned above for 6 (six) month from the date of completion of the work.
- 19) Before submission of the tender the contractor must visit the work site to judge the local condition from all corners and no plea/ complain about the site will be entertained afterwards . It will be presumed that the agency offered the tender after reviewing entire position of the worksite and site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.



- 20) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all informations that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- 21) The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable. The Executive Officer, Garhbeta-I Panchayat Samiti, reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
- 22) **Refund of EMD:** After technical evaluation and on receipt of the information from the e-procurement portal, the EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to bidders' Bank account from which the bidder made the payment transaction of EMD. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than First Lowest and Second Lowest bidders will be refunded through an automated process. After issue of "Award of Contract" (Work Order) to the Lowest bidder, EMD of the Second Lowest bidder will be refunded in the same manner to his Bank account from which he made the payment transaction of EMD..
- 24) Arbitration of any dispute on the work will not be entertained as per Rule 90 in part-IV of PWD Rule 1987.
- 25) **Conditional / Incomplete tender will not be accepted under any circumstances.**
- 26) **The intending tenderers are required to quote the rate/percentage *online*.**
- 27) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.
- 28) Guiding Schedule of Rates: Rates have been taken from the latest P.W.D. (W.B.) Schedule of Rates.
- 29) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 30) The Executive Officer, Garhbeta-I Panchayat Samiti reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 31) Qualification criteria:
The tender inviting and Accepting Authority through a "Tender Evaluation Committee" will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:
✓ Financial Capacity
✓ Technical Capability comprising of personnel & equipment capability
✓ Experience / Credential
The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice
- 32) Escalation of Price on any ground and consequent cost over run shall not be entertained under any circumstances. Rates should be quoted accordingly.
- 33) The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost during the DLP time, **DLP will be imposed as per memo. No. 5784-PW/ L&A/2M-175/2017 Date-12.09.2017** from the date of completion of the work, if any defect / damage found during the period as mentioned above Contractor shall make the same good at his own cost expense to the specification as per with instant Project work. Failure to do so, penal action against the agency will be imposed by the Department as deem fit. The agency will have to quote his rate considering the above aspect.

**34) Instruction to Bidders:****A. Statutory Cover Containing the following documents:**


1. **EMD, Tender Cost & Other Document** : Bank Challan towards Earnest Money (EMD) as prescribed in the N.I.T. against each of the serial of work in favour of the Executive Officer, Garhbeta-I Panchayat Samiti concerned with the work to be submitted in this folder.
2. **BOQ** : BOQ to be submitted in the BOQ Folder.

B. Non-statutory Cover Containing the following documents:**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

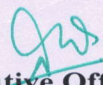
Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ul style="list-style-type: none">✓ GST Registration Certificate & Acknowledgement with latest GST Return.✓ PAN.✓ P Tax (Challan) 2023-24.✓ Latest 3 years IT Return updated.✓ IT-Saral for Assessment of last 3 year updated (Balance Sheet duly authenticated by CA Firm)✓ Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (Estimate with work order) of work of Similar Nature✓ Technical Personnel on Contract / Payroll <u>(The bidder may upload all such documents in a single pdf file. Scanning of documents should be done at 150dpi)</u>
B.	Company Detail(s)	Company Detail	Proprietorship Firm (<i>Trade License</i>) updated 2023-24 Partnership Firm (<i>Partnership Deed, Trade License</i>) Ltd. Company(<i>Incorporation Certificate, updated Trade License</i>) Society (<i>Society Registration Copy, updated Trade License</i>) Power of Attorney.
C.	Credential	Credential – 1	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (Estimate with work order) of work of Similar Nature.
D.	Financial	PAYMENT CERTIFICATE	PAYMENT CERTIFICATE / COMPLETION CERTIFICATE MENTIONING AMOUNT OF WORK

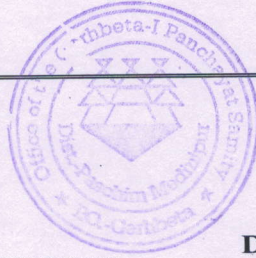

Executive Officer
Garhbeta-I Panchayat Samiti
Executive Officer
Garhbeta-I Panchayat Samity

OTHER TERMS AND CONDITIONS

1. Rate should be quoted in percentage (in word in figures).
2. No payment will be made for unapproved materials.
3. Deduction of voids should be made as per PWD Rules for supply of materials.
4. The rate as specified in the price schedule including the cost of quarrying, loading, un-loading, carrying, stacking in site, royalty and other taxes etc. complete.
5. **Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder (as per "Annexure-I") if the accepted bid value is 80% or less of the Estimate put to tender as per letter of Additoional Chief Secretary to the Govt. of West Bengal vide Memo No. 4608-F(Y), dated 18th July, 2018.**
6. No extra payment will be made for carrying of materials involving head load / trolly etc.
7. Work must be completed within schedule time.
8. If the accepted tenderer fails to execute on agreement within the date mention in the letter of intimation, his name should be brought into book for taking disciplinary action and his earnest money will stand forfeited.
9. Security money @ 10% of the value of work done by the concerned contractor/ agency will be deducted from each R.A bill / @ 10% from Final bill.
10. In case of the accepted tenderer, who has executed the agreement, the earnest money will automatically be converted into security money in the first R.A bill / First and final bill, if desire by the concerned contractor / Agency. Such security deposit will be refunded on satisfactory completion of the whole work and after covering security period.
In case of failure to complete the work with in the stipulated time, the earnest money and the security money will be forfeited.
11. The Tenderer or his authorized representative must remain present at the time of opening of tender.
12. **Royalty Clearance Certificate/ Carriage Order/ Road Challan in original is to be submitted by the contractor / Supplier with each bill for effecting payment.**
13. Measurement of materials will be taken after making stack as per direction of the Engineer-in-charge of the scheme.
14. The tenderers must sign on each page of tender form and price schedule before dropping it.
15. **All the bidders are informed to maintain the Notification issued by Additional Chief Secretary to the Govt. of West Bengal vide Memo No. 6770-F(Y) dated Howrah, the 26th December, 2023 before upload documents.**
16. The name of the work including serial no, tender notice no, date must be written on the top of the envelope containing the tender documents.
17. Bill will be prepared on the basis of measurement of work done and after obtaining satisfactorily report from concerned Junior Engineer.

For detailed information, please contract with the Engineering section of the office of the Garhbeta-I Pamnchayat Samiti in any working day between 11 A.M. to 4 P.M.


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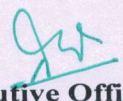


Memo. No. 255 (39)

Dated: 29/02/2024

Copy forwarded for information to: -

1. The Sabhadhipati, Paschim Medinipur Zilla Parishad.
2. The District Magistrate, Paschim Medinipur.
3. The Additional District Magistrate & Additional Executive Officer, Paschim Medinipur Zilla Parishad.
4. The Sub -Divisional Officer, Medinipur Sadar, Paschim Medinipur.
5. The District Planning Officer, , Paschim Medinipur.
6. The District Panchayat and Rural Development Officer, Paschim Medinipur.
7. The District Information and cultural Officer, Paschim medinipur.
8. The Sub-Divisional Information and cultural Officer, Medinipur Sadar.
9. The DIO of NIC, Paschim Medinipur, with request to upload this Tender Notice in District website for wide publicity.
10. Executive Officer, Garhbeta-II.
11. Executive Officer, Garhbeta-III.
12. Executive Officer, Salboni.
13. Executive Officer, Medinipur Sadar.
14. Executive Officer, Keshpur.
15. The Savapati, Garhbeta-I Panchayat Samiti.
16. The Joint Block Development Officer, Garhbeta-I Dev. Block.
17. The Karmadakshya Purtya Karja-O-Paribahan Sthayee Samiti, Garhbeta-I Panchayat Samiti.
18. The Officer-in charge, Garhbeta Police Station.
19. The Junior Engineer, Rural Works Programme, Garhbeta-I Dev.Block.
20. The Junior Engineer, Agri Irrigation, Garhbeta-I Dev.Block.
21. The Junior Engineer, Block Planning, Garhbeta-I Dev.Block.
22. The BIO – in – charge, Garhbeta – I Dev. Block.
23. The J.P.O, MGNREGA, Garhbeta – I Dev. Block for uploading the this Tender Notice in Block website (<https://bdogarhbeta1.com/>) for wide publicity.
24. The Head Clerk, Garhbeta-I Dev.Block.
25. The Cashier-in charge, Garhbeta-I Panchayat Samiti.
26. The Pradhan (all), Garhbeta-I Panchayat Samiti.
27. The Notice Board, Garhbeta-I Development Block.


Executive Officer
Garhbeta-I Panchayat Samiti
Executive Officer
Garhbeta-I Panchayat Samity

ANNEXURE-I**BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To
The Executive Officer
Garhbeta-I Panchayat Samiti
Garhbeta, Paschim Medinipur, PIN-721127

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS [NAME AND ADDRESS OF CONTRACTOR] (here after called “The Contractor”) has undertaken , in pursuance of to execute (hereinafter called “The Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for ‘ADDITIONAL PERFORMANCE SECURITY DEPOSIT’ for compliance with his obligation in accordance with the Contract.

AND WHEREAS we (indicate the name of the bank branch) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs..... [amount of guarantee].....(in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the, limits of

[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein to the above beneficiary bank account.

We.....(indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We(indicate the name of the bank & branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present guarantee is absolute and unequivocal.

The payment / so make by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We.....(indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents, which may be made between you and the contractor, shall, in anyway, release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We, (indicate the name of the bank & branch) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to.....It comes into force with immediate effect and shall remain in force and valid for a period of.....(Construction period claim period of six months). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rs.....) and unless a claim in writing is lodged with us within the validity period of this Guarantee, i.e. up to....., all our liabilities under this Guarantee shall cease to exist.

Signed and sealed this _____ day of 20..... at _____

SIGNED, SEALD AND DELIVERED

For and on behalf of the BANK by

(Signature)

NOTES : (Name) (Designation) (Code Number)(Address)

The bank guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch