

INVITATION FOR BID

(Indigenous Limited Tender)

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids (in duplicate) for Annual Rate Contract for supply of Packaged Drinking Water for DGH office, OIBD Noida under Single Bid System from the known firms whose names are as mentioned under:

- 1. M/s Bisleri International Pvt. Ltd, New Delhi**
- 2. M/s Pepsi Foods Private Limited, Gurgaon (Haryana)**
- 3. M/s Moon Beverages Ltd. (Authorised for Kinley Bulk), Water Business, New Delhi**
- 4. M/s Parle Agro Pvt. Ltd. (Selling Bailey Brand), New Delhi**
- 5. M/s Beltek Canadian Water Ltd. (Authorised for Aquafina), New Delhi**

However Bid Document may also be issued to those firms who meet the under mentioned pre-qualification criteria (PQC). The request from such firm should, however, be received (preferably by fax or in person) on or before 15.07.2014 by the HoD (MM), DGH, OIBD Bhawan, Tower A, Plot No.2, Sector 73, Noida- 201 301, (Ph No: 0120-2472000, Fax No: 0120-2472160) to issue the bid document. Bid document downloaded from DGH Website is only for immediate and general information and will not be accepted.

PRE QUALIFICATION CRITERIA (PQC):

- i.) Bidders should have experience in supply of packaged drinking water in at least two (2) reputed firms having each of which has an order value not less than Rs.2 Lakhs.
- ii) Necessary Documentation to be submitted along with the bid for certification of the present status of qualifying Criterion: Copy of work Order/Job Order certificate from at least two firms. Also confirm the address and contact number of client of ongoing contract.
- iii) The bidder should be manufacturer/authorized dealer of acceptable brands i.e. (Aquafina, Kinley, Bailey and Bisleri)

DIRECTORATE GENERAL OF HYDROCARBONS

MINISTRY OF PETROLEUM & NATURAL GAS

GOVERNMENT OF INDIA

NOIDA

TENDER NO. : DGH/MM/Drinking Water/098/2014-15/ENQ-138

TENDER DOCUMENT

FOR

Tender for supply of Packaged Drinking Water for

DGH office, OIBD Noida.

FORWARDING LETTER

DGH/MM/Drinking Water/098/2014-15/ENQ-138		
	Date	04/07/2014
	Bid Closing Date	30/07/2014
	Time	1400 Hrs
	Bid Opening Date	30/07/2014
	Time	1500 Hrs

Sub: Tender for Annual Rate Contract for supply of Packaged Drinking Water for DGH office ,OIDB Noida

Dear Sir,

- 1.** DGH invites you to submit your lowest bid for our above referred requirement as per General Terms & Conditions vide **Annexure-I**, Technical Specifications Cum Price Format enclosed vide **Annexure-II**, including all attachments thereto.
- 2.** Please arrange to send your bid in a sealed envelope, super-scribed with the above mentioned Bid Document No. and Bid Closing Date so as to reach DGH's office at following address before the bid closing date and time. Any bid received after the closing date and time will not be considered.

HOD (MM)
Directorate General of Hydrocarbons
OIDB Bhawan, Plot No.2, Sector 73
Noida – 201301
- 3.** Validity of Offer: Your bid should be valid for a period of **60** days.
- 4.** Delivery: On door delivery, on as and when required Basis, against the Rate Contract. DGH will not arrange any conveyance for collection of material in any condition.
- 5.** Payment Terms: Payment will be made within 30 days of receipt of completed supply bills on monthly basis.

6. Bid Security : Rs. 13,000.00
7. Performance Security : 7.5 % of the estimated annualized contract value.
8. Period of Rate Contract : One year only from the date of award with an option to extend the contract on mutual consent basis for another one year.

DGH now looks forward to your active participation in the Bid.

Thanking you,

Yours faithfully

(Sanjeev Nanda)
HOD (MM)

For DG, Directorate General of Hydrocarbons

General Terms & Conditions

1.0 Transferability of Bid Documents:

The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.

Unsolicited offers will not be considered and will be straightway rejected.

2.0 Bid Price:

2.1 Bidders should offer firm prices. No increase in price on or any score whatsoever shall be entertained by DGH.

2.2 Prices should be quoted as per format mentioned in **Annexure-II** and should include all charges like basic price and freight, taxes & duties etc.

2.3 Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

2.4 Any interlineations, erasures or overwriting shall be valid only if they are initiated by the person or persons signing the bid.

2.5 Prices should be quoted net of discount and no discount should be shown separately. Discount, if any should be merged with the quoted prices. Discount of any type, indicated separately as well as conditional discount, will not be taken into account for evaluation purpose. However, if an offer is found to be the lowest even without considering discount, DGH shall avail such discount at the time of placement of order.

3.0 Taxes & Duties:

3.1 Offer should be inclusive of all taxes & duties.

3.2 All taxes, duties and other levies for the services including installation/commissioning, Training etc. where applicable, shall be to the Bidder/Seller's account

4.0 Delivery :

Bids should be for "Door Delivery at DGH's office at Noida", with firm delivery date. If delivery date is not specifically indicated by the bidders, it will be construed that the delivery quoted is as per delivery

date indicated in our Bid Document and will be binding on the bidder. The delivery date will be counted from the date of receipt of the individual release orders issued against the rate contract by the successful bidder. DGH will not arrange any conveyance for collection of material in any condition.

5.0 Bid Security: The Bid Security is required to protect the DGH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause **5.7**.

5.1 All the bids must be accompanied by Bid Security for the amount as mentioned above and shall be in any one of the following forms:

(a) A Bank Guarantee in the prescribed format vide **Proforma-A**: Bank Guarantee issued from any Nationalized / scheduled Bank in India only will be accepted:

The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Documents.

Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Cashier's cheque or Demand Draft drawn on 'Directorate General of Hydrocarbons' valid for **90** days from the date of issue and payable at New Delhi.

5.2 Any bid not secured in accordance with sub-clause **5.1** above shall be rejected by the DGH as non-responsive.

5.3 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.

5.4 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.

5.5 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause **11.0** below is furnished.

5.6 Bid Security shall not accrue any interest during its period of validity or extended validity.

5.7 The Bid Security may be forfeited:

(a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder, or

(b) If a successful Bidder fails to furnish Performance Security within 21 days of notification of award of Contract or before the expiry of Bid Security (unless extended), whichever is earlier.

6.0 Submission of Bids :

6.1 Bids should be sent in duplicate in double sealed envelope.

6.2 The original bid in bidder's own original letterhead duly signed by authorized signatory and stamped should be marked as ORIGINAL and the copy as DUPLICATE . All the three copies of bid should be put in a sealed envelope bearing the following details on the left hand top corner:

- i) DGH's Bid Document No.
- ii) Bid closing date
- iii) Brief Description of materials
- iv) Bidder's Name, official address with Phone Nos. & Email address.

6.3 Bids must be submitted in original. No bid should be sent by Telex / Cable / Fax / E-mail/telephone. Bids not complying with above will be rejected.

6.4 Relevant technical literature must be submitted along with the bid whenever called for without which the bid would be liable to be rejected.

6.5 Incomplete bids would be summarily rejected by DGH.

7.0 Deadline for Submission of Bids:

7.1 Bids must be received at the office of the Directorate General of Hydrocarbons at Noida, UP (India) by the Bid Closing Date & time mentioned in the forwarding letter.

7.2 Timely delivery of the bid at the above address is the responsibility of the bidder.

8.0 Opening of Bids:

8.1 Bidder or their authorized representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, an authorization letter from the bidder must be produced to the Bid Opening Officer at the time of opening of bids. Unless this letter is presented, the representative will not be allowed to attend the bid opening.

8.2 In case of any unscheduled holiday on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

9.0 Bid Rejection Criteria / Bid Evaluation Criteria (BRC / BEC)

9.1 The bid shall conform generally to technical specifications and terms and conditions given in this bid document. Bids shall be rejected in case the items offered do not conform to required parameters stipulated in the Technical Specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following

requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

- 9.2 Bid Document may also be issued to those firms who meet the under mentioned pre-qualification criteria (PQC)
- Bidders should have experience in supply of packaged drinking water in at least two (2) reputed firms having each of which has an order value not less than Rs.2 Lakhs.
 - Necessary Documentation to be submitted along with the bid for certification of the present status of qualifying Criterion: Copy of work Order/Job Order certificate from at least two firms. Also confirm the address and contact number of client of ongoing contract.
 - The bidder should be manufacturer/authorized dealer of acceptable brands i.e. (Aquafina, Kinley, Bailley and Bisleri)
- 9.3 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 9.4 Any bid received in the form of Telex/ Telegraphic/ Telefax/ e-mail/ Xerox /Photocopy and bids with Scanned signature will be rejected. Original bids should be signed manually failing which they shall be rejected.
- 9.5 Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by bidders, in which case such corrections shall be initiated by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.
- 9.6 Bidders must quote clearly and strictly in accordance with the **“Price Format”** of bidding document, otherwise the bid will be summarily rejected.
- 9.7 Bids without original Bid Security as per **Para 5.0** (wherever called for) and confirmation regarding submission of requisite Performance Security as per **Para 11.0** (wherever called for) shall be rejected. Bid Security is to be obtained from the bidders except those who registered with the Central Purchase Organization, National Small Industries Corporation (NISC) or the concerned Ministry or Department.
- 9.8 Bidder must accept and comply with the following clauses as given in the Bid Document in toto failing which offer will be rejected –
- (i) Performance Guarantee Clause
 - (ii) Force Majeure Clause
 - (iii) Tax Liabilities Clause
 - (iv) Arbitration Clause
 - (v) Liquidated damage cum penalty clause

(vi) Termination Clause

9.9 The bids conforming to the technical specifications, terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid rejection criteria will be considered for further evaluation as per the Bid evaluation criteria given below:

- (i) Price evaluation and comparison will be made on “Total Cost including Taxes & Duties” basis for Annexure-II. Bidders are to quote for both the items.
- (ii) If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.
- (iii) The rate of the item no.1 i.e. jars for dispenser will be used for evaluation purpose. Item no.2 i.e. 500 ml. bottles will be optional and ordered as per the requirement basis and are specific to the meetings in DGH. The rates for 500 ml. bottles may be further negotiated for matching with the lowest received rates.

9.10 **Documents:** Bidder is required to submit following documents duly attested failing which the bid is liable to be rejected.

- (a) Documentary proof in respect of **9.2** above in the form of copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above.

10.0 DGH’s Right to accept or reject any or all Bids.

10.1 DGH reserves the right to accept / reject or prefer any bid either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for DGH’s action. DGH also reserves the right to split the order between two or more parties.

11.0 Performance Security:

11.1 The successful bidder shall furnish the Performance Security as per **Pro forma B** within **21** days of the receipt of Letter of Intent / order failing which DGH reserves the right to cancel the order and forfeit the

Bid Security. **Bidders should undertake in their bid to submit Performance Security as stated above.**

- 11.2 In the event of Seller's/Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be encashed and the proceeds thereof shall be forfeited without any further reference to the Seller/Bidder.
- 11.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee.
- 11.4 The Bank Guarantee will have to be given from the nationalized scheduled banks on non judicial stamp paper of requisite value, as per the Indian Stamp Act, and stamp paper should be in the name of the issuing bank.
- 11.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank :
 - (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 11.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOI/Purchase Order issued/placed on the Supplier shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Supplier shall be invoked without any further reference.
- 11.7 The Bank Guarantee shall be enforceable at Delhi.
- 11.8 Performance Security shall be valid for **15 months** from the date of delivery / commissioning whichever is later. The validity requirement of Performance Security specified in the order is assuming dispatch within stipulated delivery period. In case of any delay in dispatch, validity of the Performance Security is to be extended suitably as aforesaid.
- 11.9 Performance Security will be discharged by the Purchaser and returned to the Seller, within 30 days of its expiry of validity including any extension sought thereof in case of no claim on seller by the purchaser.
- 11.10 Performance Security amount will not accrue any interest.

12.0 IMPORTANT TERMS & CONDITIONS:

- The assurance for consistency of quality should be given by the company. The drinking water should be 100% safe.
- The product should be delivered at our doorstep.
- Providing adequate space/tables with power point will be the responsibility of DGH.
- Our team can anytime conduct an audit of the contractor to checkout the quality of water at your premises.
- The dispensing machines installed should be brand new and good company, that to be free of any rental and security.

13.0 Default in delivery / Liquidated damages:

13.1 In the event of the successful bidder's default in maintaining the agreed time frame schedule set out in the Order, DGH shall have the right to cancel the order at any time after expiry of scheduled time frame and make alternative arrangement at the discretion of DGH in which case extra expenditure involved, will be recoverable from the successful bidder

13.2 If services of the contractor are not found satisfactory liquidated damage of Rs. 500/- per day towards deficiency in service will be levied and the amount will be deducted from the final bill. In this regard decision of DGH shall be final and binding.

14.0 Default :

14.1 In the event of an Contract with the Bidder, if the Bidder/Seller contravenes any of the provisions of the Contract or neglects to carry out his obligations of the Contract, DGH may give notice in writing thereof requiring the Bidder/Seller to remedy the breach within seven days, or within such period as DGH may agree to be reasonable and in the event of Bidder's/Seller's failing to do so, DGH will be at liberty to purchase the goods elsewhere or have the work which the Bidder/Seller has neglected to do, carried out by some other person at the Bidder's/Seller's expense. In such an event DGH shall have the right to terminate the Contract.

15.0 Termination :

15.1 In the event of an Contract with the Bidder, DGH shall have the right to terminate the Contract giving 7 days notice or such reasonable time and in this event shall pay to the Bidder/Seller such sum as shall fully compensate the Bidder/Seller for work carried out by him in performance of the Contract prior to such termination.

16.0 Force Majeure:

16.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and

particulars of such force majeure in writing or by fax to the other party as soon as possible, after the occurrence of the cause relied on, then the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

16.2 The term “force majeure“ as used herein shall mean ‘Acts of God’ including Landslides, lightning, Earthquake, Fires, Storms, Flood & Washout, Strikes, Lockouts or other Industrial Disturbances in the Seller’s undertaking, Wars whether declared or not, Blockades, insurrection, riots and Government regulations whether of the kinds herein enumerated or otherwise, which are not within the control of the party claiming suspension, and which renders performance of the contract by the said party impossible.

17.0 Arbitration:- In the event of any disagreement/dispute arising in connection with execution of the contract which cannot be settled in an amicable manner between DGH and the contractor, the matter shall be referred to Arbitration. Such Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended till date. The venue of such Arbitration will be at Delhi.

Yours faithfully

(Sanjeev Nanda)
HOD (MM)

For DG, Directorate General of Hydrocarbons

PRICE FORMATS

A	B	C	D	E
SL. No.	Description	Annual estimates Qty to be used for evaluation	Price per unit (inclusive of all taxes and discounts)	Total Price (inclusive of all taxes and discounts)
1.	Jar for dispenser (20ltrs.)	8000 Jars of 20 ltrs. Each.		
2.	500ml bottles	10000 bottles		
3.	Grand Total (inclusive of all taxes)			

Note:

Payment will be made as per actual.

The rate of the item no.1 i.e. (1E) jars for dispenser will be used for evaluation purpose. Item no. 2 i.e. 500 ml. bottles will be optional and ordered as per the requirement basis and are specific to the meetings in DGH. The rates for 500 ml. bottles may be further negotiated for matching with the lowest received rates.

About **Nine Dispensing Machines** are required for immediate use and DGH reserves the right for placing additional order for dispensing machines.

Number of machines required to be installed for the identified scope of work may vary.

The requirement is on the basis of tentative estimates and is non committal.

Evaluation will be done on the basis of estimated usages as described above and the lowest bidder will be asked to match the rates of other optional rate elements i.e Item no. 2 with the lowest received rates available with DGH during tendering.

No rentals/security/maintenance charges for dispensing machines will given during the contract period to the qualifying bidder.

The Work Order will be given for the period of one year from the date of award with an option to extend the contract on mutual consent basis for another one year.

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,
Directorate General of Hydrocarbons
OIDB Bhawan, Plot No.2, Sector 73, Noida- 201301, UP, India.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OIDB Bhawan, Plot No.2, Sector 73, Noida- 201301, India (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Rupees..... for the faithful performance of the entire CONTRACT.
2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Rs. (in figures) _____ (Rupees. (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that DGH 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 CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any

forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) _____ (Rupees (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

Attorney as per power of
Attorney No.....
Dated

WITNESS NO. 2

(Signature)
Full name and official
address (in legible letters)

PROFORMA OF BANK GUARANTEE FOR BID BOND

(To be submitted on a non-judicial stamp paper)

Bank Guarantee No. _____

Date _____

To

**Director General Directorate General of Hydrocarbons (DGH),
OIDB Bhawan,
Tower A, Plot No.2, Sector-73,
NOIDA-201301, UP India.**

Sirs,

1. Whereas Directorate General of Hydrocarbons a body under the Ministry of Petroleum and Natural Gas established in 1993 and having its Office at OIDB Bhawan, Tower A, Plot No. 2, Sector -73, NOIDA-201301 (herein after called "DGH" which expression shall unless repugnant to the context or meaning thereof include all its successors, administrator, executor and permitted assigns) has floated a tender Housekeeping Services and M/s _____ having its Head/ Registered Office at _____ (hereinafter called the "Tenderer"/ "bidder" which expressions shall unless repugnant to the context or meaning thereof mean and include all its successors, administrator, executors and permitted assigns have submitted a bid reference No. _____ and tenderer/bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional irrevocable Bank Guarantee for an amount of Indian Rs. (in figures) (Indian Rs..... (in words) only for the due performance to tenderer's / bidder's obligations as contained in the terms of the Tender Documents and other terms and conditions contained in the Tender Documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said document.
2. We, _____ (name of the Bank) _____ registered under the laws of having head/ registered office at _____ (hereinafter referred to as 'the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assigns) do hereby guarantee and undertake to pay immediately on first demand to the DGH any money or all money payable by the Tenderer /bidder to the extent of Indian Rs..... (in figures) (Indian Rs. (in words) in aggregate at any time without any demur, reservation & recourse or protest and or without any reference to the Tenderer/bidder. Any such demand made by DGH on

the bank by serving a written notice shall be conclusive and binding without any proof, on the bank notwithstanding any disputes or differences raised/ pending before any forum between bidder and the DGH.

3. The bank confirms that this guarantee has been issued with due observance of appropriate laws of the country of issue.
4. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of competent Indian courts of the place from where tenders have been invited.
5. This guarantee shall be irrevocable and shall remain in force up to _____, which includes thirty days after the period of bid validity, and any demand in respect thereof should reach the bank not later than the aforesaid date.
6. Notwithstanding anything contained / herein above our liability under this guarantee is limited to Indian Rs. (in figures) (Indian Rs. (in words) only and it shall remain in force until (indicate the date of expiry of the bank guarantee) unless extended further. We must receive any claim/s under this Guarantee before the said expiry/ extended date/s and if no such claim/s has been received by us within the said date/ extended date/s, rights of DGH under this Guarantee will cease. However, if we have received such a claim within the said date or the extended date/s the rights of DGH under this Guarantee shall be valid and subsisting and will not cease until we have satisfied the said claim/s.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this _____ day of _____ 20_____ at _____.

WITNESS No. 1

(Signature)

Full name and official address
(in legible letters)

(Signature)

Full Name, designation &
official Address (in legible
letters) with Bank Stamp

Attorney as per power of
Attorney No. _____
Date : _____

WITNESS No. 2

(Signature)

Full name and official address
(In legible letters)