

GUWAHATIBIOTECHPARK,

# AMINGAON,

NEAR SP OFFICE, GUWAHATI-781031

# TENDER

# DOCUMENT FOR

# DESIGN, SUPPLY & INSTALLATION OF STEEL SCULPTURE (DNA DOUBLE HELIX) AT GUWAHATI BIOTECH PARK, AMINGAON

# TECHNICAL BID

NIT NO: GBP/8.1.3/2024-25/5873 dated 10.1.2025

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# SECTION - I NOTICE FOR INVITING TENDER (NIT)



# NOTICE INVITING TENDER

### SEALED TENDER ARE INVITED FROM THE REPUTED AND EXPERIENCED STEEL SCULPTURE EXECUTING FIRMS UNDER TWO BID SYSTEM FOR DESIGN, SUPPLY & INSTALLATION OF STEEL SCULPTURE (DNA DOUBLE HELIX) AT GUWAHATI BIOTECH PARK, AMINGAON

### **CRITICAL DATE SHEET**

Tender No	GBP/8.1.3/2024-25/5873 dated 10.1.2025
System of bid	Two Bid system
	Part-I: Technical Bid
	Part-II: Price Bid
Date of release of Tender	10 <sup>th</sup> January 2025
Seek Clarification Start Date	12 <sup>th</sup> January 2025
Seek Clarification End Date	18th January 2025
Last date & time for submission of bid	30 <sup>th</sup> January 2025 at 2 PM
Date & time for opening of technical bid	30th January 2025 at 3 PM
Tender Fee (non- refundable)	Rs. 2000/- (Rupees Two Thousand only) in
	D.D./Banker's Cheque drawn in favor of Guwahati
	Biotech Park or Bank Transfer (Bank Detail: A/C
	Name: Technology Incubation Centre GBP,
	Bank: Axis Bank, Branch: Amingaon, A/c no:
	918010089862862, IFS code: UTIB0003343
Financial Bid Opening Date	Will be informed later
Address for Communication	The Chief Executive Officer,
	Guwahati Biotech Park
	Near SP Office, Amingaon, Kamrup, Assam
	Guwahati -781031

- 1. The Tender form/bidding documents may be downloaded from the website *www.guwahatibiotechpark.com* under Business/Tenders Section.
- 2. The Tender form/bidding documents should reach at Guwahati Biotech Park, Near SP Office, Amingaon, Kamrup, Assam, Guwahati -781031, Assam on or before 2.00 P.M. 30<sup>th</sup> January 2025 failing which their tenders/bids will not be considered and their tenders will be rejected.
- 3. Bidders are requested to visit the above website regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.
- 4. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Institute reserves the right to accept or reject any or all the tenders.

# SECTION – II

# **GENERAL INSTRUCTIONS TO BIDDERS (GITB)**

### 1. DEFINITIONS AND ABBREVIATIONS

- **1.1** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- **1.2** Definitions:

(i) "Purchaser" means the organization purchasing goods and services as incorporated in the documents.

(ii) "Bid" means quotation / tender / bid as received from a firm / supplier.

(iii) "Supplier" means the individual or the firm supplying the goods and services.

(iv) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. *which the supplier is required to supply to the purchaser under the contract*.

(v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after-sales service, maintenance service and other such obligations of the supplier covered under the contract.

(vi) "Bid Security" (i.e. Earnest Money Deposit) means monetary guarantee to be furnished by a Bidder along with its Bid.

(vii) "Contract" means the written agreement entered into between the purchaser and the supplier together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(viii) "Performance Guarantee" means monetary guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(ix) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person *as provided in the Contract*, then that "another" person is the consignee, also known as ultimate consignee.

(x) "Specification" means the document/standard that prescribes the requirement *with which product or service has to conform.* 

(xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xii) "Day" means calendar day.

(i) "Bid Document" means Bidding Document (i.e. Tender Enquiry Document).

- (ii) "NIT" means Notice for Inviting Tender.
- (iii) "BOQ" means Bill of Quantity.
- (iv) "GITB" means General Instructions to Bidders.
- (v) "SITB" means Special Instructions to Bidders.
- (vi) "GCC" means General Conditions of Contract.
- (vii) "SCC" means Special Conditions of Contract.
- (viii) "NSIC" means National Small Industries Corporation.
- (ix) "PSU" means Public Sector Undertaking.
- (x) "CPSU" means Central Public Sector Undertaking.

(xi) "LSI" means Large Scale Industry.

(xii) "SSI" means Small Scale Industry.

(xiii) "BG" means Bank Guarantee.

(xiv) "GBP means Guwahati Biotech Park"

### 2. INTRODUCTION

- 2.1 The Tender will be governed by the "Notice Inviting Tender (NIT), "Instruction to Bidders". Conditions of contract", Scope of Work and Annexure of tender document. Deviation/Excepti clauses, if any should be explicitly recorded. The bid documents are not transferable and the and signature of the authorized official must appear on all the papers and envelops submitted
- 2.2 Before formulating the Bid and submitting the same to the purchaser, the Bidder should examine all the terms, conditions, instructions etc. contained in the Bid documents. Failure and/or comply with the required information, instructions etc. incorporated in these Bid docun result in rejection of its Bid.

### 3. LANGUAGE OF BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

#### 4. ELIGIBLE BIDDERS

This invitation for Bids is opened to all suppliers having experience in executing Steel Sculpture as specified in these documents.

#### 5. ELIGIBLE GOODS AND SERVICES

All goods and related services to be supplied under the contract shall have their origin in India or other countries. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

#### 6. BIDDING EXPENSE

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its Bid including preparation, mailing and submission of its Bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Bidding process.

#### 7. BIDDING DOCUMENTS

7.1 In addition to Section I – "Notice for Invitation Tender (NIT), the Bidding documents includes:

Section No.	Name of Section				
Section II	General Instructions to Bidders (GITB)				
Section III	General Conditions of Contract (GCC)				
Section IV	Scope of Work				
Section V	Tender form				
Section VI	Price Bid				
Annexure I	Bank Guarantee against Security Deposit				
Annexure II	List of Similar works				

7.2 The relevant details of the required goods and services, the terms, conditions and procedure for Bidding, Bid evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested Bidders are expected to examine all such details etc to proceed further.

### 8. AMENDMENT TO BIDDING DOCUMENT

8.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to clarification(s) requested by prospective bidder(s), modify the bidding documents by amendment(s)/Corrigendum. The changes/modifications/Corrigendum would be hosted in the official website of GBP and E-portal only. Prospective bidders are requested to visit the above site regularly before submitting their bids to take cognizance of the amendment(s)/Corrigendum.

8.2 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, Guwahati Biotech Park may, at its discretion, extend the deadline for the submission of bids.

### 9. CLARIFICATION OF BIDDING DOCUMENTS

A Bidder requiring any clarification or elucidation on any issue of the Bidding documents may take up the same with the purchaser in writing or e-mail (ceogbp@guwahatibiotechpark.com). The purchaser will respond in writing to any request for clarification of the bidding documents, which it receives no later than the time given in the critical date sheet prior to the deadline for submission of bids prescribed by the purchaser.

#### **10. PREPARATION OF BIDS**

10.1 Document Comprising the Bid

### i) Technical Bid: The following documents to be included in the Technical Bid

- Copy of Tender Processing Fees and Copy of EMD/NSIC CERTIFICATE IF EXEMPTED FROM EMD
- Copy of GST Registration Certificate
- Copy of PAN/TAN Card
- Copy of Firm Registration Certificate.
- Copy of Duly filled Tender Form as per Tender Document (Section V)
- Duly filled Annexures as per Tender Document.
- Documentary evidence established in accordance with clauses that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

#### ii) Financial Bid: -

**The Prices/ Rates** quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

#### 11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

12.1 Pursuant to GITB clause, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract, if its Bid is accepted.

12.2 The documentary evidence needed to establish the Bidder's qualifications shall fulfill the following requirements: -

- a) Documentary Evidence of Experience for supply and installation of Steel sculpture of values not less than Rs 10.00 Lakhs.
- b) Documentary Evidence of average annual turnover of the bidder for last three years should not be less than 50.00 Lakhs.

### 11. BID SECURITY (I.E. EARNEST MONEY DEPOSIT)

- All bidders are required to pay bid security (EMD) of Rs 20,000/- (Rupees Twenty Thousand only) (If not Exempted) in D.D./Banker's Cheque drawn in favor of Guwahati Biotech Park or through Bank Transfer (Bank Detail: A/C Name: Technology Incubation Centre GBP, Bank: Axis Bank, Branch: Amingaon, A/c no: 918010089862862, IFS code: UTIB0003343 failing which the bids will be declared nonresponsive.
- 2. All Government Departments, National Small Industries Corporations (NSIC) or Small Scale Industries (SSI) including MSME is exempted from payment of EMD subject to submission of document of registration as per provisions of the Policy.
- 3. The EMD submitted by unsuccessful bidders shall be returned to them without any interest whatsoever, within 15 to 90 days after placement of order on successful bidder.
- 4. The EMD submitted by successful bidders shall be returned to them after deposit of the security money according to conditions stipulated in the bid document.
- 5. Bid Security / Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid *in any respect* within the period of validity of its Bid. The successful Bidder's Bid Security / EMD will be forfeited, if it fails to furnish the required performance security within the specified period.

#### 12. PERIOD OF VALIDITY OF BID

Bid shall be valid for acceptance for a period of 120 days (One Hundred Twenty days) from the date of opening as indicated in the "**Notice for inviting tender** " and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

#### 13. SITE VISIT

The Bidder shall visit the site and examine the site for availability of required area, accessibility of the sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site shall be at the Bidder's own expense.

#### 14. SUBMISSION OF BIDS

Bidders must ensure that they submit their Bids not later than the closing time and date specified for submission of Bids.

### 15. OPENING OF BIDS

15.1 The purchaser will open the Bids at the specified date and time indicated in the critical date sheet of NIT. In case the specified date of Bid opening falls on / is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

15.2 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening. The Bid opening official(s) will prepare a list of the representatives attending the Bid opening. The list will contain the representatives' names & signatures and corresponding Bidders' names and addresses.

15.3 During the Bid opening, the Bid opening official(s) will read the salient features of the Bids like description of the goods offered, price, special discount if any, delivery period, whether earnest money furnished or not and any other special features of the Bids, as deemed fit by the Bid opening official(s). Only the technical bids shall be opened by the Bid Opening Officials and the bid Opening Committee shall prepare a summary indicating the numbers of bids received and upload in the website for Technical Bid Evaluation of the Tender.

#### **16. SCRUTINY AND EVALUATION OF BIDS**

Bids will be evaluated on the basis of eligibility and qualification already incorporated in the Bidding document.

### 17. Preliminary Scrutiny of Bids

17.1 The Bids will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Bidding document. The Bids, which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

17.2 The following are some of the important aspects, for which a Bid may be declared unresponsive and ignored;

- i Bid is unsigned.
- ii Bidder is not eligible.
- iii Required BID SECURITY has not been provided.
- iv Required warranty is shorter than as mentioned.

17.3 The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Bidder by registered/speed post/email etc. asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that Bid will be liable to be ignored.

17.4 The purchaser's determination as to the substantial responsiveness or otherwise of each bid or consideration of a minor informality or non-conformity or irregularity is final and conclusive.

#### 18. DISCREPANCY IN PRICES

18.1 If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the Bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price and the unit price corrected accordingly.

18.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

18.3 If there is a discrepancy between the amounts express in words and figures, the amount in words shall prevail, subject to sub clause 24.1 and 24.2 above.

18.4 If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a Bid, the same will be suitably conveyed to the Bidder by registered / speed post/email. If the Bidder does not agree to the observation of the purchaser, the Bid is liable to be ignored.

### **19. QUALIFICATION CRITERIA**

Bidders, who do not meet the required qualification criteria prescribed, will be treated as unresponsive and will not be considered further.

#### 20. TECHNO COMMERCIAL BID EVALUATION:

20.1 The bids will be evaluated Techno-commercially to determine whether they are complete, whether documents have been properly submitted, and whether bids are generally in order and qualify for opening and evaluation of financial bid.

20.2 A bid shall be considered substantially responsive if it conforms to the terms and conditions of the

tender document without any material deviation.

20.3 The Purchaser or his authorized representatives shall have the right to inspect the works, offices etc. of the bidder, for verification of facts furnished by the bidder in support of his bid documents, and the bidder is bound to assist / answer any query made by the Purchaser

### 21 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

28.1The purchaser reserves the right to accept in part or in full any Bid or reject any Bid without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

28.2 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

28.3 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid of that bidder.

# SECTION – III

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

- 1. **Application:** The General Conditions of Contract incorporated in this section shall be applicable for *DESIGN, SUPPLY & INSTALLATION OF STEEL SCULPTURE (DNA DOUBLE HELIX) AT GUWAHATI BIOTECH PARK, AMINGAON.* The submission of bid against this tender shall bind the bidder for acceptance of all he terms and conditions of this tender document including the amendments, if any.
- 2. **Scope of work**: The Services/Goods supplied under this contract shall fulfill the Scope of the work as mentioned in Section IV
- 3. **Time Period:** As these items are required on emergent basis for GBP's permanent campus at Amingaon and the entire work will be completed within 45 days from the date of issue of the work order.
- 4. **Guarantee/Warranty:** Comprehensive Guarantee / Warranty (Inclusive of Defective material, & workmanship) shall remain valid for a period of 12 months from the period of commissioning of the steel sculpture (DNA helix)
- 5. **Door Delivery:** The offer of the vendor should also include the cost of transportation of goods to installation site of GBP, Amingaon
- 6. **Inspection**: The Purchaser or his representative shall have the right to inspect the work conformity to the specifications, to the Purchaser at any time during the contract.
- 7. Sub Contract: Sub- Contracts are not permitted.
- 8. Payment Terms: -
  - 8.1. 90% of the unit cost will be paid against successful Installation of the steel sculpture (DNA helix)
  - 8.2. 10% payment will be retaining as security deposit towards performance guarantee and defect liability period and will be released after a period of ONE year after the completion of the satisfactory warranty period. The Security Deposit can be released against Bank Guarantee for the same amount valid for warranty period plus 60 days (format enclosed) – **Annexure – "1**"
  - 8.3. Payment will be released subject to fulfillment of conditions in clause above.

#### 9. Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and delivery of Works/Service under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

- 10. **TERMINATION OF CONTRACT: GBP** may, without prejudice to any other remedy for breach of Contract, terminate the contract in whole or in parts, if
  - (i) The Contractor fails to provide service within the period (s) specified in the contract or any extension thereof granted by GBP.
  - (ii) The Contractor fails to perform any other obligation(s) under the contract.
- 11. **APPLICABLE LAW AND JURISDICTION:** All matters connected with this shall be governed by the Indian law both substantive and Procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Courts at Guwahati.
- 12. **CONCILIATION / ARBITRATION: If** any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable solution and settlement through a committee appointed by CEO, GBP.

### SECTION – IV

## SCOPE OF THE WORK (Technical Specification)

- 1) The tender is invited for DESIGN, supply & installation of steel sculpture (DNA double helix) 3.6meter height with proportionate width.
- 2) The schematic diagram/drawing is attached with this document is preliminary. The successful contractor will be required to submit the Detailed Process & Installation drawings incorporating the working details. These detailed drawings shall be submitted to GBP for approval.
- 3) All the works shall be carried out as per approved drawings only. The work involves supply & installation of steel sculpture (DNA helix) 3.6-meter height complete in all respects including all contingent Civil, Electrical, Mechanical, Fabrication works
- 4) The bidder should carry an on-site comprehensive warranty/guarantee of the item for a period of minimum 12 months. It shall be the duty of the contractor firm to replace/repair any of the non-functional parts during the Warranty/Guarantee period. The Tenderer shall invariably state the period of Guarantee/Warranty of the item offered.
- 5) The structural steel to be used must be Stainless steel (Grade 304) with appropriate diameter and thickness as per design and with all necessary accessories as per the requirement.

### **SECTION-V**

## **TENDER FORM**

Name of the firm/company/proprietary concern registered	
Address of registered office	
Address of the office at Guwahati (if any)	
Telephone Nos./Fax/E-mail	
Specify your firm/company is a manufacturer/ authorized dealer/ distributor/ Agency	
PAN / GST No. (Attach copy)	
Proof of financial status for the last three financial years. Average annual turnover must be at least Rs.50.0 Lakh	
Copy of Income Tax Return Filed Acknowledgements for last Three years.	
The bidder must have three years' experience in similar business of Design, supply & installation of steel sculpture in Govt. institutions/PSU's/Autonomous Body. Necessary supporting documents like, work orders, work completion certificate etc. for last three years to must be submitted along with the offer.	

## PRICE BID

# Prices schedule is required to be filled in the below format.

NAME OF THE WORK: DESIGN, SUPPLY & INSTALLATION OF STEEL SCULPTURE (DNA DOUBLE HELIX) AT GUWAHATI BIOTECHPARK,AMINGAON									
S. No	Name of the work	Unit	QTY	Rate A	mount	Total			
				In Figure s	In Words	amoun t (INR)			
1	DESIGN, SUPPLY & INSTALLATION OF STEEL SCULPTURE (DNA DOUBLE HELIX) 3.6 M HEIGHT WITH APROPRIATE WIDTH AT GUWAHATIBIOTECHPARK,AMINGA ON	Each	1						
	Sample Structure:								
	Total Basic cost (I)								
	GST% on (l)								
	Grand Total								

(Grand Total in words:

.....)

Signature of Bidder with seal Date:

## ANNEXURE-1

## BANK GUARANTEE AGAINST SECURITY DEPOSIT FORMAT (To be prepared on Stamp paper issued in the name of Bank)

This	BANK	GUA	RANTEE	No.						_ r	nade	this	day	of
				_	be	etween	1							
				_ a	bank	c inco	orporate	ed an	d having	its	regis	stered	office	at
				(ł	nereina	after ca	alled B	ANK) w	hich expr	essior	n shall	unless	repugr	nant
to the	context	or conti	rary to the m	neanin	g ther	reof ind	clude it	s succe	ssors and	l assig	gns or	the or	ne part a	and
GUW	AHATI B	IOTEC	H PARK,a	regis	stered	socie	ety und	er Gove	ernment o	f Assa	am ha	ving its	registe	ered
office	at Aming	gaon , G	Guwahati-78	1031,	Assa	m unle	ss repu	ignant t	o the cont	ext or	contra	ary to th	ne mear	ning
thered	of include	its suc	cessors and	assig	ns on	the oth	her part							
WHE	REAS	in	pursuance	to	о <sup>.</sup>	the	agree	ment	no.				da	ated
			(hereinaf	ter ca	lled C	CONTR	RACT)	entered	l into bet	ween	GUW	AHATI	BIOTE	CH
PARK	(hereina	after ca	lled OWNER	R and								a	a Comp	any
incorp	orated i	n						_ (here	inafter ca	alled	CONT	RACT	OR) wł	nich
expre	ssion sha	Il unles	s repugnant	to the	e conte	ext or (	contrar	/ to the	meaning	thered	of inclu	ude its :	success	sors
and			as	signs	,				for				sup	oply
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\_\_\_\_\_ as envisaged in the Contract, Contractor has to submit a Bank Guarantee against Security Deposits for Rs.\_\_\_\_\_\_.

CONTRACTOR accordingly agrees to furnish a Bank Guarantee against Security Deposits as hereinafter contained towards fulfilment of all of its obligations under the contract.

### NOW THIS DEED WITNESSES AS FOLLOWS:

- 1. In pursuance of the Contract, the Bank hereby guarantees as a direct responsibility to OWNER that the BANK is holding the amount of Rs.\_\_\_\_\_\_\_\_at Owner's disposal and hereby promises and shall be bound to pay to OWNER, forthwith at Owner's written notice stating that the contractor has failed to fulfill its obligations under the contract for reasons for which contractor is liable and without any protest or demur and without recourse to contractor and without asking for any reasons as to whether the amount if lawfully asked for by Owner or not, the entire amount or the portion thereof as mentioned by Owner in the notice. The decision of the Owner as to whether the terms and conditions of this Bank Guarantee have been observed or not shall be final and binding on the BANK. In any case, however the Bank's responsibility under this BANK GUARANTEE AGAINSTSECURITY DEPOSIT limited to Rs.
- 2. This Bank Guarantee shall be valid for an initial period of \_\_\_\_\_\_ months from the date of this Bank Guarantee No.\_\_\_\_\_ dated \_\_\_\_\_ given by the Bank to Owner become effective. Upon issuance of Commissioning / certificate according to terms of contract on expiry of \_\_\_\_\_\_ months after the issuance of the above mentioned certificate of supply / installation / completion certificate, the Bank Guarantee against Security shall become null and void.
- 3. This Bank Guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and

nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

- 4. UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Bank Guarantee will remain in force initially upto \_\_\_\_\_\_ months from the effective date of Bank Guarantee No. \_\_\_\_\_\_ dated \_\_\_\_\_\_ given by the Bank to the Owner and subject to provisions of paragraph 2 above will stand automatically cancelled on the expiry of the said period. Unless demand or claim under this Bank Guarantee is made on Bank in writing within three months from the date of expiry of this Bank Guarantee, all the rights of Owner against the Bank shall be forfeited and Bank shall be relieved and discharged from all the liabilities hereunder.
- 5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
- 6. The Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
- 7. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_

(Indicate the name of the Bank with stamp)

## ANNEXURE – 2

# List of similar Works executed during last three years:

SI No	Full Postal Address of client & Name of Officer-in- Charge	Description of the work with contract no.	Value of contract	Date of Commencement of work	Stipulated date of completion	Actual date of completion

Note: Original or attested copies of work order and completion certificates from the client should be attached by the applicant.

Signature of Bidder with seal Date: