



North Eastern Electric Power Corporation Ltd.
(A Government of India Enterprise)
An ISO 9001, 14001 & OHSAS 18001 Corporation

CONTRACT & PROCUREMENT CELL

KOPILI H.E. PLANT::DIMA HASAO DISTRICT::UMRONGSO – 788931

Website-www.neepco.gov.in

Phone: 03670-288241, Fax: 03670-288240/288254

NOTICE INVITING TENDER NO. : KHEP/ C&P (E)/ 2016/ 265

Dated 26-11-2016

Online Sealed Single Stage Single Envelop bidding system (e tender) through domestic competitive bidding with minimum 120 (One hundred & twenty) days validity are invited from manufacturers / manufacturer's authorized dealer/ reputed firms by the under mentioned on behalf of North Eastern Electric Power Corporation Ltd. for upgradation of existing CO₂ firefighting system of both the generators system of Khandong Power Station, KHEP, NEEPCO Ltd, Umrongso , Dima Hasao ,Assam. The detail Scope of Work and Terms & Conditions are stated below.

Scope of work:

Site Survey, design, drawing, engineering, manufacturing, supply, erection, testing and commission for upgradation of complete CO₂ Firefighting system of both the Generators of Khandong Power Station excluding 48 nos empty cylinder (new gas to be filled & tested for 48 nos cylinder) as per site requirement. The system should be fully automation include smoke and heat detectors, all kinds of valves, discharge head, discharge manifold, frame and accessories, switches, panels, junction boxes, wiring copper cables with fire retardant, door limit switch, hooter/bell, remote annunciation, pipe & connectors etc. whatever required to complete the system as per the site requirement.

General information:

Khandong Power Station under Kopili H.E. Plant is located in the Dima Hasao District of Assam State, about 240 Kms from Guwahati via Nagoan. The nearest rail head is Lanka on Bongaigaon-Guwahati-Lumding section. The distance from Lanka to Khandong Power Station is about 80 Kms. The rail head and power station is connected by road. Alternatively, road transport from Guwahati via Shillong is at a distance of 230 Kms. Contact no of Power Station **0361-288245**

TERMS AND CONDITIONS:

1. Qualifying requirement of the Bidder :

- a. The intending bidders must have experience in undertaking similar nature of work to any PSU/ Government organisations/ IPP (Independent Power Producer) during last 7 years as follows:
 - i) At least one similar order of having contract value not less than Rs 40,00,000.00 (forty lakhs)

OR

- ii) At least two similar order of having contract value not less than Rs 30,00,000.00 (thirty lakhs).
- OR
- iii) At least three similar order of having contract value not less than Rs 20,00,000.00 (twenty lakhs).
- iv) Order copies must be submitted in support of execution of similar work must be submitted along with the bid.
- b. Average annual financial turnover during last 3(three) years, with year ending March 2016, should not be less than 50 lakhs. Complete Audited Annual Reports with balance sheets should be furnished along with the bid
- c. Letter of adequacy / solvency and commitment from their Bankers / Financial Institutions should be furnished along with the bid.
- d. Documentary evidence in support of the above must be submitted along with the bid.
- e. The bidder shall also submit the following documents in their bid in order to ensure qualification
 - i) Copy of PAN card.
 - ii) VAT / CST registration
 - iii) Valid Contract licence.
 - iv) Copy of Audited annual accounts for the last three years or extracts of the Bank Accounts of bidder containing transactions during last three years.
 - v) Latest Solvency and Credit facility certificates from their bankers.
 - vi) Latest Service Tax Registration Certificate
- f. The above stated requirement are minimum and the Corporation reserves the right to request for any additional information and also reserves the right to reject the proposal of any Bidder, if in the opinion of Corporation the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.
- g. Notwithstanding anything stated above, the Corporation reserves the right to assess the bidder's capability and capacity to perform the work, should the circumstances warrant such an assessment in the overall interest of the Corporation.

2. Price Basis:

The Prices shall be quoted on FOR Khandong Power Station, KHEP, NEEPCO Ltd. Umrongso, Dist Dima Hasao, Assam basis indicating all Applicable rates of taxes & duties. All prices shall be clearly stated both figure and words in the bid. The quoted prices shall remain FIRM during the currency of the contract.

The bidders shall quote the prices as per the price schedule. as enclosed.

3. Taxes & Duties:

Taxes and duties shall be paid at actual prevailing at the time of dispatch of required materials and total execution of work against submission of documentary evidence.



4. **Earnest Money :**

4.1 The Earnest money Rs 1,00,000.00 (Rupees one lakh) only. The Bid Guarantee offered shall be in one of the following alternative forms:

a) Crossed Bank Draft in favour of NEEPCO Ltd., payable at SBI, KHEPA Garampani Branch, Umrongso (SBI Code 4812).

OR

b) An irrevocable bank guarantee issued preferably by any Indian Nationalised Bank in favour of North Eastern Electric Power Corporation Limited in the prescribed format. Proforma of Bank Guarantee (BG) is enclosed of this document.

4.2 The Bid Guarantee shall be valid for a period of 120 days after the date set for opening of bids.

4.3 The Bid Guarantee of the successful bidder to whom the contract is awarded, will be returned after submission and acceptance of the Contract Performance Guarantee furnished by the bidder and placement of detail purchase order.

4.4 Bid Guarantee of the unsuccessful bidders will be returned only after finalization of the bid.

4.5 If the bidder withdraws the bid while it is under consideration, his EMD shall be forfeited.

4.6 If the successful bidder fails to submit the Contract Performance Guarantee as specified in the contract documents within 10 days after the date of issue of the Letter of Indent/ Award or any date specified by the Purchaser, then the Bid Guarantee of the successful bidder will be enashed by the Purchaser.

4.7 Any bid not accompanied by a EMD will be rejected. **The tender cost of Rs 5000/-** (Rupees five thousand only) shall be deposited along with EMD.

4.8 No interest will be paid on EMD during returning of the same.

4.9 The tenderer shall not be entitled during the period of validity of their offers, without the consent in writing of the Corporation, to revoke or withdraw their tenders or vary in any respect of their offer or any terms and conditions thereof. In case of a tenderer revoking or withdrawing his tender or varying any terms and conditions in regard thereto without the consent of the Corporation in writing, the Corporation, may at his discretion forfeit the earnest money furnished by the tenderer along with his offer.

4.10 In addition to this the tenderer may, at the discretion of the Corporation, be debarred from tendering for a period as may be considered fit by the Corporation against any tenderer that might be invited by the Corporation in future.

4.11 Firms/ contractors which registered as SSI or MSME and hence exempted from submission of EMD / PBG etc. should mention the same enclosing valid/ current authentic documentary evidence in support of such registration to avail the said exemptions.

5. **Tender fee:**

Non-re-fundable Tender fee of Rs. 5,000.00 in the form of Banker's Cheque / Demand Draft drawn in favour of NEEPCO Ltd, Umrongso, shall have to be submitted along with the bid documents.

6. Payment Terms:

- a) 100% payment of the contract price along with 100% taxes and duties shall be paid after receipt of the materials in full & good condition and after successful testing & commissioning of system at site.
- b) Alternatively, 90% payment with 100% taxes & duties and commissioning charges shall be released after successful commissioning and balance 10% payment shall be retained as Contract Performance Guarantee and shall be released after 90 days from the date of expiry of the guarantee period, in the event of non submission of BG against CPG.
- c) All the bank charges shall be borne by the contractor.
- d) Payment stipulated under this contract shall be made by the Purchaser to the Contractor after deduction of Income tax at source at the applicable rates. Purchaser shall provide the contractor with certificates for tax deducted at source and other documents, if any.

7. Site survey:

For site survey the intending bidders may visit the Power Station site during working days w.e.f. 15-12-2016 and shall contact to the Sr. Manager (E), Khandong Power Station or Dy. Manager (E), Khandong Power Station (Maintenance). Mail, khandong_neepco@rediffmail.com Ph. 03670-288231 to access the complete scope of work. **No payment shall be made by the Corporation for the site survey.**

8. Delivery & completion Period:

The completion period of the renovation system including supply of materials delivered at site shall be within 90 (ninety) days from the date of awarding of contract / approval of drawing.

9. Approval of drawing:

Immediately on awarding the contract, the successful bidder shall submit the requisite drawing & design in full details. On receipt of the drawing & design on receipt the purchaser shall verify and accord approvals of the drawings as per site requirement.

10. Accommodation:

During execution of work by the successful bidder at necessary accommodation at site may be provided by the Corporation on chargeable basis subject to availability.

11. Guarantee / Warranty:

- i) The complete upgradation system including materials shall be guaranteed / warranted for 18 months from the date of successful commissioning. Any defects which may occur during the period or which may arise from defective materials or workmanship shall be made good by the contractor immediately on notice at their cost. The supplier shall be fully responsible to replace the material/ make good the system free of cost.
- ii) The successful bidder shall supply the materials to the satisfaction of the Engineer-in-charge. Defective materials shall be replaced by the supplier at free of cost immediately on intimation from this end.

12. Submission of Contract Performance Guarantee:

Within 20(twenty) days from the date of issue of the order, the Contractor/ successful bidder shall furnish a Bank Guarantee from a Nationalized Bank for an amount equal to (10) ten percent of the contract value by way of guarantee for the due and faithful performance of the contract. The Bank guarantee shall be submitted in the prescribed format (Annexure- CPG) enclosed in this order and initially be valid for such period to cover ninety days after the warranty period.

The Performance Guarantee will be returned to the Contractor without any interest at the end of the 90 (ninety) days after the warranty period, subject to fulfillment of the contract in all respects

13. Liquidated damage:

LD @ 0.5% on the contract value per week of delay in delivery and commissioning subject to a maximum of 10% on the contract value shall be applicable.

15. Force Majeure:

- a. If either Contractor or Corporation (hereafter called as party) is temporarily unable by reason of force majeure or the laws or regulations of India to meet any of its obligations under this Agreement and if such party gives to the other party written notice of the event within 14(fourteen) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the force majeure condition continues.
- b. Neither party shall be liable to the other party for loss or damage sustained by the other party arising from any event referred to in clause or delays arising from such event.
- c. If, by virtue of clause referred above, either party shall be exempted from the performance of punctual performance of any obligation for continuous period of 6 (six) months, then the parties shall consult together with a view to agreeing what action should, in the circumstances, be taken and what amendments to the terms of this Agreement ought to be made.
- d. The terms "Force Majeure", as employed herein shall mean acts of God, acts of public enemy, war, insurrection, riots, epidemics, landslides, and any other similar events beyond the control of either party and which by exercise of due diligence neither party is able to overcome.

16. E-tendering / E- procurement:

This tender is being processed through e-tendering / e-procurement system. The bidding documents/ detail NIT are to be downloaded , filled in bids are to be submitted / uploaded through e-tendering system of NEEPCO Ltd at website <https://neepco.abcpocure.com>.

17. Vendor Registration for Participation in Bids:

17.1 Portal Registration: The intending bidders have to register themselves in the portal <https://neepco.abcpocure.com>. Information about the bidder required to be submitted during registration is available in the portal.

17.2 Vendor Registration Fee: The Fees for vendor registration in the portal is Rs. 3000/- (Rupees Three Thousand) only per year.

The bidder shall furnish the copy of receipt of payment for vendor registration at email id contract@neepco.gov.in & contract_khep@rediffmail.com to advise NEEPCO's service provider for approval of vendor registration.

Bidders who are already registered in the system shall ensure to keep their registration valid till completion of entire bidding process.

17.3 Procedures for payment of registration fee :

Bidders shall make payment of vendor registration fee of INR 3000.00 (Indian Rupees Three thousand only) at the following Account: Name of account : E Procurement Account, NEEPCO Ltd., Account No : 913020005982636 of Axis bank IFS Code : UTIB0000270.

The bidder shall clearly indicate the head against which payment has been made at the above mentioned account in the following format:

(i)-----/ NIT No. ----- dated -----/ Registration fee

(Name of bidder)

17.4 Procedure for Payment of BID Fees and EMD:

- a) Bidder shall make payment of Bid fees of amount Rs. 5000/- (non refundable) in the form a crossed bank draft in favour of North Eastern Electric Power Corporation Limited, payable at SBI, KHEPA, Garampani Branch Umrongo (SBI code 4812).
- b) Bidder shall make payment of **EMD** of Rs 1,00,000.00 in the form of **Demand Draft** duly pledged in favour of **NEEPCO Ltd.**, payable at SBI, KHEPA, Garampani Branch, P.O. Umrongso (SBI Code-4812) or in the form of prescribed format.

Both Bid fees and EMD of the tender needs to be submitted physically (offline) i.e. either personally or by Registered Post in a sealed envelope at the following address so as to reach us before due date and time of opening of the tender.
The Sr. Manager (E/M), C&P KHEP , NEEPCO Ltd. , Umrongso Dima Hasao , Assam Pin-788931 Phone : 03670-288241/ 288254 Fax : 03670 288240

17.5 For any clarification related to e- procurement procedures of NEEPCO against this tender, bidders are requested to make their query as follows-

- a) Contact Sr. Manager (E/M) / Manager (E/M), C&P, KHEP at Phone no. : 03670-288241/288254, Fax no.:03670-288240, email Id: contract_khep@rediffmail.com.
- b) Bidders may also contact e- Procurement Technologies Ltd. (Service Provider of NEEPCO) having the following contact details :

e- Procurement Technologies Ltd.

A-201-208, Wall Street -II/ Opp. Orient Club
Nr. Gujarat College/ Ellisbridgge
Ahmedabad- 80015
Gujarat , India



18. Preparation and Submission of bids:

- 18.1 Bidder shall prepare and submit their bids in the electronic form at <https://neepco.abcpocure.com> . Online bidding forms shall be available in the above website. Submission of online bids is mandatory for consideration of the bids. The tender specification/ detail NIT can be downloaded from this website after vendor registration and payment of bid fee.
- 18.2 Bidders are also requested to visit the websites <https://neepco.abcpocure.com> and <http://neepco.gov.in> for any updated information / clarification / amendment regarding the tender.
- 18.3 Bidders may view the tender opening results of techno commercial and price bids at <https://neepco.abcpocure.com> by making their presence for online tendering opening.
- 18.4 **In the online bid submission, bidders will submit their Techno – Commercial bids and Price bids in the online bidding forms using their digital signatures. Techno commercial bids shall be submitted / uploaded as per techno commercial checklist form and price to be quoted online in the price bid form readily furnished in the e-tendering portal.**
- 18.5 Scan copy of EMD and Tender fee submitted in the form of DD is to be uploaded.
- 18.6 Authentic documentary evidence in support of qualifying requirements as mentioned under sl. No. 1 above in the terms & conditions shall be uploaded along with the bid. For qualifying requirements, the documents should be submitted in the form of certificate of clients/ owners. Bids submitted without qualifying requirements shall be rejected.
- 18.7 **A signed copy of the detail NIT/ tender specification must be uploaded along with the bid submission in acceptance of NIT conditions.**
- 18.8 The documents submitted in offline/ physically must be sent by registered post with acknowledgement/ transmitted receipt / courier sufficiently in advance so as to reach the office of the under mentioned within the schedule dated and time of bid opening. The bidders are requested to ensure in their own interest the delivery of the documents on time.
- 18.9 Submission of bids not construe qualification for evaluation. The Corporation reserves the right to reject any or all bids or to annul the bidding process and reject all the bids, without thereby incurring any liability to the affected bidders , nor does it have any obligation to inform the bidders of the ground for such action on the part of the owner.
- 18.10 In the event the date of opening of bids is declared as a closed holiday for NEEPCO, the date of opening of bids will be the following working day at the appointed times.
- 18.11 If the bidder is eligible for any concessional duties and taxes he should invariably mention this in the bid. On or before the date of opening the price bid the bidder should also confirm any change in this regard. The price bid shall be evaluated on the basis of the information furnished by the bidder and hence the actual payments of taxes and duties shall be limited to the extent mentioned in the bid or in subsequent confirmation before opening of the price bids.

- 18.12 The bid will be opened at the time and date set for opening of bids, in presence of representatives of bidders. Bidders' authorized representative shall be permitted to attend the bid opening only on production of authorized letter. In the event that the day for opening of bids is holiday, the bids shall be opened on the next working day. No electronic recording device will be permitted during bid opening.
- 18.13 All texts and amounts of the bid shall be legibly written. The language and currency applicable are English and Indian currency respectively. In case of any discrepancy between figures and words, the amount indicated in words will be considered. In case of any discrepancy between unit rate and total amount, the total amount evolved by multiplying unit rate and quantity shall be considered. In case of discrepancy between lump sum amount and breakup, the lump sum amount shall prevail. In such case the bidder shall adjust the breakup as and when requested for billing purpose.
- 18.14 Any action on the part of the bidder to revise the price or to change the structure of the price at his own instance after opening of the bid and within the validity of the offer shall not be possible.
- 18.15 The Corporation (NEEPCO) reserves the right to extend the last date and time for submission and opening opening of bids.
- 18.16 No separate tender document shall be issued against this NIT.

19. Important Information and dates:

S.N.	Particulars	Information / Dates
1	Tender Fees	Rs. 5000/-
2	Earnest Money Deposit (EMD)/ Bid Security	1,00,000/-
3	Date of commencement of downloading of detail NIT/ tender specification from https://neepco.abcpurchase.com	12:00hrs. Of 30-11-2016
4	Last Date & time for receipt of online bids	15:00hrs. Of 20-01-2017
5	Last Date & time for receipt of offline documents	15:00hrs. Of 20-01-2017
6	The last Date & time of online opening of bids	15:30hrs. Of 20-01-2017

20. The Corporation does not bind itself to accept the lowest tender and reserves the right to waive any formality in regard to submission of tender or to reject any or all tenders without assigning any reason thereof in the interest of the Corporation.

Manager (E/M), C&P (E)
KHEP, NEEPCO Ltd., Umrongso
Dima Hasao, Assam

Price schedule

Sl. No	Scope of work	Quantity	Rate in (Rs) FOR Umrongso basis	Amount in (Rs)	Remarks (Applicable taxes & duties, freight & insurance charges shall be clearly mentioned under this column)
1	Design, drawing, engineering, manufacturing, erection, testing and commission for upgradation of complete CO ₂ Firefighting system of both the Generators	1 job			
2	Materials	1 lot			
3	New gas to be filled & tested for existing cylinder)	48 nos			
4	Additional charges, if any				

Note:

1. A separate list of materials (indicating quantity) to be supplied shall be submitted along with the bid.
2. The bidder shall submit the prices FOR Umrongso basis only. All applicable taxes & duties, freight, insurance, packing & forwarding charges (if any) shall be indicated separately in the price bid.
3. If the bidder is eligible for any concessional taxes and duties, the should invariably

Manager (E/M) ,
Contract & Procurement (E)
KHEP: NEEPCO Ltd.,
Umrongso, Dima Hasao,
Assam



FORM OF BANK GUARANTEE
ANNEXURE-A
(In lieu of earnest money to be deposited with the tender)
(To be stamped in accordance with Stamp Act)

Guarantee No..... Place.....

Date.....

To,

.....
.....
.....

Whereas the North Eastern Electric Power Corporation Ltd., (hereinafter referred to as the Corporation) has called for tender for..... in connection with the..... Project, vide NIT No..... dated..... and whereas..... (hereinafter referred to as the contractor) has submitted tender / tenders for the aforesaid works / supply.

And whereas one of the conditions of the tender is that the intending bidder should furnish, in lieu of Earnest Money, a Bank Guarantee for Rs..... (Rupees.....) only alongwith the tender.

Now, therefore this witnesseth:-

We, the
(Name & address of the Bank)

having registered office at.....
.....(hereinafter referred to as the Bank) in consideration of the Corporation entertaining the tender submitted by the contractor do hereby agree with the Corporation.

That it shall in the event of the contractor failing to keep open the tender for acceptance for a period of **eight calendar months** from the date of opening of tender and for failing to execute an agreement in the form prescribed incorporating the terms and conditions of contract as per the tender submitted by him and accepted by the Corporation with or without modifications within 30 days from the date of acceptance of the tender or to renew this Guarantee for a further period as demanded by the Corporation, pay to the Corporation without any demur, reservation, contest, recourse or protest and or without any reference to the contractor and without waiting for the results of any litigation, dispute whatsoever in this connection pending before any Court, Tribunal, Arbitrator or any other authority and on a mere demand by the Corporation the sum of Rs..... (Rupees.....) only.

That as to whether the occasion has arisen for the demand of the amount covered by the Bank Guarantee, the decision of the Corporation shall be final and shall be accepted by the Bank without any reference to the contractor.

That the Guarantee herein contained shall remain in full force and effect during the period taken for finalising the contract and execution of the agreement

That it shall continue to be enforceable until the Guarantee is fully discharged.

That this Bank Guarantee shall be enforceable against the Bank even if any negotiable instrument shall be outstanding against the Bank at the time of the proceeding.


10

a.1 That is to give effect to the Guarantee the Corporation shall be at liberty to act as though the Bank were the principal debtor:

That the Bank shall not be released of its obligation under this Guarantee by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

That the Guarantee shall remain in full force and effect notwithstanding any neglect or forbearance or delay in the endorsement of the same.

And that the Bank shall not revoke the Guarantee during its currency except with the previous consent in writing of the Corporation.

Notwithstanding, anything contained hereto before it is mutually agreed:

That the liability under this Bank Guarantee, shall not exceed Rs.
(Rupees.....)
.....only.

That it shall be in full force only for a period of.....months from the date it bears and it will hold good for any demand made by the Corporation in the meanwhile.

And that if any further extension of this Guarantee is required the same shall be extended to such required period on receiving instructions from the Corporation and failure to comply such required extension by the contractor shall be treated as claim of the above mentioned sum by the Corporation upon the Bank.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.

In witness where-of I.....the agent / Manager of the Bank, who is duly authorised in this behalf as per rules of the Bank hereby set my hand and seal to this on this day of.....

Witness.....

.....
(Signature)

(Name)

(Official Address)

(Signature).....

(Name)

Designation with

Bank Stamp.....

Authority as per Power

Of attorney No.....

Dated

Note:- (1) The BG shall be submitted preferably from a Nationalized Bank.



Proforma of Bank Guarantee for Contract Performance
(To be stamped in accordance with Stamp Act)

Ref.....

Bank Guarantee No.....

Date

To,

.....
.....

Dear Sir,

In consideration of the North Eastern Electric Power Corporation Ltd.; (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) having awarded to M/s

with its Registered/Head Office at

(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators or and assigns) a contract by issue of Purchaser's Letter of Intent No dtd and the same having been unequivocally accepted by the Contractor resulting in a "Contract" valued at Rs

(Rupees.....)

only for

(Scope of the Contract)

and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10 (ten) percent of the said value of the Contract to the Purchaser.

We

(Name and address of the Bank)

having registered Office at (hereinafter referred to as the "Bank" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors or and assigns) do hereby guarantee and undertake to pay the purchaser, on demand any and all money payable by the Contractor to the extent of as aforesaid at any time upto (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agree that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid



NIT No. KHEP/C&P(E)/2016/265

or any of them or by reason or any other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser 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 the Purchaser may have in relation to the Contractor's Liabilities.

The liability or obligation of the Bank under this guarantee bond shall not be affected or suspended by any dispute between the purchaser and the supplier and the payment under this guarantee bond need not wait till the disputes are decided by a Competent Court or Tribunal or any other authority and that any payment made by the bank to the purchaser under the guarantee bond shall be deemed to have been rightfully and lawfully made.

Lastly the Bank also assures that the guarantee bond will not be discharged due to the change in the constitution of the bank or the contractor.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. (Rupees.....) only and it will remain in force upto and including.....and shall be extended from time to time for such periods as may be advised by the Purchaser who is the beneficiary under this guarantee and in the event if the Contractor fails to comply such extension within the validity period, this shall be treated as a claim by the purchaser on the Bank.

Dated this day of 200 at

Witness

.....
(Signature)
.....
(Name)

(Signature).....

(Name)

Designation with
Bank Stamp.....
Authority as per Power
Of attorney No.....

.....
(Official Address)

Dated

- Note: (1) This sum shall be ten percent (10%) of the "Contract Price".
(2) The date of validity of this Bank Guarantee will be ninety (90) days after the end of the warranty period or as specified in the Contract.
(3) The BG shall be submitted preferably from a Nationalized Bank

