Tender Document For

Supply, erection, testing and Commissioning and Installation of equipment with operation and Maintenance.

Section-I: - Invitation for Bids, Instructions to Bidders & Conditions of Contract

Section-II: - Technical specifications of items

S No	Events	Important Dates
(1)	Date of Sale of Documents:	15 October 2019
(2)	Date of Pre-bid meeting:	01 November 2019, 12:30 PM
(3)	Last date of Submission:	04 November 2019, 12:30 PM
(4)	Date of Pre-Qualification Opening :	04 November 2019, 02:30 PM
(5)	Date of Technical Bid Opening :	06 November 2019, 12:30 PM
(6)	Date of Financial Bid Opening:	08 November 2019, 12:30 PM

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SECTION - I (Part-A): INVITATION FOR BIDS

I-A: INVITATION FOR EPC BIDS / NOTICE INVITING TENDERS

Tender Package ID.: TEQIP-III/RJ/EE/CRS1/1-5728225696/03 Dated: 14/10/2019

Dean,

MBM Engineering College Jodhpur Invites Tender for: Supply, erection, testing, Commissioning and installation of equipment with operation and Maintenance.

1. The bidding documents include the following volumes, together with any Amendments / Addendum there to.

A: Technical Bid

- 1. Volume I: Invitation for bids, instructions to bidders, Forms of Bid & Qualification Information, conditions of contract and Forms of Securities
- 2. Volume II: Technical specifications,
- 3. Volume III: Forms of Proposals & Schedules.
- **B: Financial Bid**
 - 4. Volume IV: Financial Bid

The bid documents will be available from the TEQIP-III Office from 15 October 2019 to 04 November 2019. On payment of Tender Fee ₹. 1000/- in the form of Demand Draft/ RTGS drawn in favours of "DEAN MBM ENGINEERING COLLEGE TEQIP JNVU" Payable at: Ac No: 05710100024258, Bank: Bank of Baroda, University Campus, IFSC Code: BARBOUNIJOD (fifth character is Zero) payable at Jodhpur.

Or

The bid documents may be downloaded from the JNVU website (from Tenders page) from 15 October 2019 and the submit tender fee ₹. 1000/- in the form of Demand Draft/ RTGS drawn in favours of "DEAN MBM ENGINEERING COLLEGE TEQIP JNVU" Payable at: Ac No: 05710100024258, Bank: Bank of Baroda, University Campus, IFSC Code: BARBOUNIJOD (fifth character is Zero) payable at Jodhpur.

The demand draft/ RTGS of tender fee may be submit separately on or before last date of submission.

- All bids must be accompanied by EMD of 2 % of estimated cost of the bid in the form of Demand Draft drawn in favours of "DEAN MBM ENGINEERING COLLEGE TEQIP JNVU" payable at Ac No: 05710100024258, Bank: Bank of Baroda, University Campus, IFSC Code: BARBOUNIJOD (fifth character is Zero) or Bank Guarantee of any Nationalized/ scheduled bank located at above places valid for minimum 6 (Six) months.
- 2. The pre-bid meeting will be held on 01 November 2019 at TEQIP-III Office at 12:30 PM. The bidders should send the queries addressed to Co-coordinator TEQIP at least three days before the date of pre-bid meeting. The clarification of the queries and amendment /addendum, if any shall be issued by authorities. This shall be considered as a part of the tender document.
- 3. Tender document in original including all forms and documents in hard copy and addendum, if any, duly signed, stamped and completed in all respects shall be submitted as described further, so as to reach before **12:30 PM**. on or before **04**

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November 2019 at TEQIP office. The bid security (EMD) must be included with the Pre-qualification bid.

- The Pre-qualification document along with EMD shall be opened on 04 November 2019, 2:30 PM at TEQIP office in the presence of the bidder's representative who choose to attend.
- 5. The technical proposal, will be opened in the presence of qualified bidders or their representatives; who choose to attend at the time, date and at the address to be advised by the employer, at a later date.
- 6. The financial proposal and supplementary financial proposal, if provided, will be opened in the presence of only those bidders who are qualified and are found to have submitted substantially responsive technical proposals or their representatives; and who choose to attend at the time, date and at the address to be advised by the TEQIP Officer, at a later date.
- 7. The bids shall remain valid for a period of 90 days from the last date of receiving the tender.
- 8. The time of completion of the work shall be 45 days from date of issue of work order. The O&M period shall commence from the date of successful commissioning and completion of trial run and acceptance of equipment by concern department / college.
- 9. Jurisdiction: For any dispute the jurisdiction area shall be Jodhpur only.



Signature of Nodal Officer Procumement TEQIP & Seal

Mr. Aditya Kachhwaha Principle Investigator CRS Application ID: 1-5728225696

I have read all section of tender documents carefully and understand it.

Signature of firm representative with seal of firm

SECTION - I (Part-B): MEMORANDUM OF WORKS IN BRIEF

S.N.					
1	Name of Work	Supply/ erection, testing Commissioning and installation of equipment with operation and Maintenance.			
2	Earnest Money (Bid Security)	 ₹. 2000/- in the form of DD drawn in favours of "DEAN MBM ENGINEERING COLLEGE TEQIP JNVU" Ac No: 05710100024258 Bank: Bank of Baroda, University Campus IFSC Code: BARBOUNIJOD (fifth character is Zero) payable at Jodhpur or Bank Guarantee of any Nationalized/ scheduled bank located at above places valid for minimum 6 (six) months. The full value of EMD shall be absolutely forfeited by College , in case of not fulfilling the conditions of tender (if work is awarded) and will be blacklisted by the institution. 90 days from the last date of receiving of the Tender. 			
3	Quotation Validity Period	90 days from the last date of receiving of the Tender.			
4	5% of Contract value as Security Deposit, (work order cost)	Bidder shall provide a Bank Guarantee of 5% of Contract value, valid for the warranty period 1 to 12 months, before start of work as security deposit. The Security deposit shall be released after completion and handing over of works .			
5	5% of contract value as Performance Bond (work order cost), if O&M is required.	Performance Bond valid for the period of O&M duration Warranty period shall be submitted by the bidder after completio and handing over of work. Security deposit may also be converted into performance bond and shall be released within one month after the completio of O&M period.			
6	Time of Completion	45 days from date of issue of work order as mentioned in Order.			
7	Defect Liability Period	12 Month.			
8	Damages for Delay	0.1% / day with limit of 10% of awarded cost			
9	Date of sale of tender document	15 October 2019			
10	Pre-bid meeting	01 November 2019, 12:30 PM			
11	Date on or before which the tender must reach the office	04 November 2019, 12:30 PM			
12	Mode of submitting the filled up tender	In sealed cover by Registered Post AD , Speed Post, Courier of Hand Delivery only .			

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13	Payment Terms	Satisfactory Acceptance - 100% of total cost
14	Advance Payment (if any)	No advance payment shall be made on account of the awarded work, but under special circumstances some advance payment can be made with approval of the committee constituted by the Dean.
15	Description essential to be made on sealed cover	 a. Name of work: b. Tender Package ID.: c. Last date of Receiving tender: d. Vendor Full Address with Contact no. and email address.

Signature of bidder Firm/ Company's Seal Date:

TEQIP Official signature with seal

SECTION – I (Part-C): INSTRUCTIONS TO BIDDERS

- **1. Scope of Bid:** Supply, erection, testing and Commissioning and installation of equipment with operation and Maintenance.
- 2. **Source of Fund:** The total cost of project is to be financed under TEQIP-III project, Government of India.
- 3. **Eligible Bidders:** Eligibility will review the qualification and experience of the Tenderers in respect of:
 - a) Past experience
 - b) Major works on hand and completed.
 - c) Financial capacity
 - d) Any other relevant information as per tender documents.
 - 3.1 The bidders who, after studying the qualification criteria, feel that they will be qualified can participate in this bidding procedure. The participating bidders shall be subject to evaluation of their qualification, technical and financial competence to carry out the work under this tender, as per the qualification criteria. Only the bidders qualified under this procedure will become eligible for opening their financial bids.
 - 3.2 Bidders shall provide such evidence of their continued eligibility satisfactory to the employer along with their tender offers.
 - 3.3 Bidders shall not be under a declaration of ineligibility for corrupt or / fraudulent practices.
 - 3.4 Bidder shall not have a conflict of interest. All bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process if they;
 - i. have controlling shareholders in common; or
 - ii. receive or have received any direct or indirect subsidy from any of them; or
 - iii. have the same legal representative for purpose of this Bid; or
 - **iv.** have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - **v.** Participated as a consultant in the preparation of technical specifications of the goods and related services that are the subject of the Bid.

4. Materials, Equipments & Services:

- 4.1 The materials, equipment's, and services to be supplied under the contract shall confirm the requirements and specification of the owner, as prescribed in the tender document. **(as per Section II)**
- 4.2 For purposes of Sub-Clause 4.1 above, "services" means the works and all project related services including design, procurement, commissioning, Installation as well as operation and maintenance services (whichever is applicable).

5. QUALIFICATION OF THE BIDDER:

- 5.1 To be qualified for the award of the Contract, Bidders shall:
- (a) Submit copies of original documents in hard copy defining the constitution of legal statutes, place of registration and principal place of business, a written power of attorney authorizing the signatory of the bid to commit the bidder, attach as appendix.
- 5.2 Bids submitted by a joint venture (JV): JV is not allowed in any case.

5.3 (a) Qualifications:

- 5.3.1 The determination will take into account the bidder's financial, technical and experience capabilities and past performance; it will be based upon an examination of documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to Sub- Clause, as well as such other information as the employer deems necessary and appropriate; and
- 5.3.2 An affirmative determination will be a prerequisite for the employer to continue with the evaluation of the technical proposal: a negative determination will result in rejection of bidder's bid.

5.4 Essential conditions & Evaluation Criteria & vital information's:

- **5.4.1** The bidder should have average annual financial turnover of ₹ (30% of estimated cost of the bid, rounded off to next five thousand) for last 3 financial years (i.e., 2016-17, 2017-18 & 2018-19) ending march 31st, 2019.
- **5.4.2** The bidder should not have been blacklisted by central/ state Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices as on last date of submission of the proposal. A declaration must be attached (As per annexure -2). The bidder shall give a declaration for accepting terms & conditions of bid (as per annuxure-1).
- **5.4.3** Bidder firm must have experience of executing similar works within last five years (last date of bid submission) in any Govt./ PSU/ Private organisation. The order value of such orders should be as given below:
 - **a.** One order of 100 % (minimum) value of estimated cost**or**
 - **b.** Two order each of 50 % (minimum) value of estimated costor
 - c. Three order of each 33.3% (minimum) value of estimated cost
- **5.4.4** The bidder should have been a registered company, under company act of government of India and must have GST registration certificate. The bidder should have a registered income tax/ PAN number and must have a clearance status.
- **5.4.5** The Bidder shall quote only one specific make and model from only specific Original Equipment Manufacturer (OEM), for each of the goods. *Providing more than one option shall not be allowed*. All items quoted by the Bidder must be associated with item code and *printed literature describing configuration and functionality must be attached in the bid*. Any deviation from the printed specifications should be clearly mentioned in the offer document by the Bidder.
- **5.4.6** The OEMs should have authorized presence in India either directly or through channel partner(s) as on the date of release of RFP.
- **5.4.7** The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of life as on the date of installation and commissioning and are not-of support till the successful completion of the project.
- **5.4.8** The bidder's proposed OEM should not have been blacklisted by any state/central Government Department of Central/state PSUs as on bid submission date neither have any pending of Gov. dues or GST, Exercise, IT etc. A declaration must be attached (As per annexure -3), if applicable.
- **5.4.9** The bidder shall provide authorisation from OEM specific to this tender, that the firm is authorised and OEM will provide back-to-back support in case the bidder fails to do so. An authorization letter must be attached (as per annexure -4). However, a compliance to technical specification be performed by OEM only.

5.4.10 If bidder is registered as MSME, in India, bidder must attach proper registration certificate to get the benefit of MSME act. The benefit will be given only for the specific purpose, which is mentioned in the MSME registration.

5.4.11 Tender Fee:₹1000/-EMD 2% of Package Estimated cost.

In favour of "DEAN MBM ENGINEERING COLLEGE TEQIP JNVU" Ac No: 05710100024258 Bank: Bank of Baroda, University Campus, Jodhpur IFSC Code: BARBOUNIJOD (fifth character is Zero)

5.4.12 Quote in two bid system. i.e. technical bid and Financial bid, with proper marking on envelop and third contain Tender Fee and EMD Together.

5.4.13 Financial turnover and cost of completed works of previous years shall be given weight age of 8% per year based on rupee value to bring them to current FY 2018-19 price levels. Enhancement factor will be applied from the next year of completion of work as under:

Financial Year	Enhancement factor
2018-2019 (base year)	1.0
2017-2018	1.08
2016-2017	1.17
2015-2016	1.26
2014-2015	1.36

5.4.14 The bidder who is having no experience as well as specialty , his tender will be rejected out rightly without any information to bidder.

5.4.15 One Bid Per Bidder:

Each bidder shall submit only one bid. A bidder who submits more than one bid will cause all those bids to be rejected and EMD of all submitted bid will be forfeited.

5.4.16 Cost of Bidding:

The bidder shall bear all costs associated with the preparation, submission of its bid, and attending various bid meetings etc. The institution / employer will in no case be responsible or liable for those costs.

5.4.17 Amendments of Bidding Documents:

- **1)** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing tender addenda.
- **2)** Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by mail to the Employer. Addenda shall be incorporated in the bids submitted by the Bidder.
- **3)** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids.
- **5.4.18 Language of Bid:** The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language only no other language is acceptable. If a bid contents any other language (i.e. full or in part) shall be rejected out rightly without any information to bidder.

If any document in tender is in language other than English Language, than the English translation version on stamp paper of 350/- is to be attached by the notary.

5.4.19 Documents Comprising the Bid:

1) The bid submitted by the bidder shall comprise **three envelopes** submitted simultaneously, first containing pre-qualification document along with Tender fee

&EMD, second containing only the technical proposal and the third containing the Financial proposal.

- 2) The pre-qualification proposal with necessary annexures to be submitted in hard copy (in First Cover, Envelope A) shall contain the following
- 3)

(Sealed Envalop)

- i. Covering Letter
- ii. Tender fee and/or EMD
- iii. Power of attorney (if any)
- iv. Information on qualification
- v. Declaration for accepting all terms & condition of bid.
- vi. Turn over certificate from registered/ certified Charter Accountant
- vii. MSME registration certificate (if applicable)
- viii. Declaration for status of firm regarding blacklisting
- ix. Declaration from OEM for status regarding blacklisting
- x. Documents regarding experience
- xi. Firm/ company registration certificate
- xii. PAN card of firm
- xiii. GST registration certificate

4) The technical proposal containing the below mentioned details / supporting documents to be submitted in hard copy (in Second Cover, Envelope B):

(Sealed Envalop)

- i. Covering Letter
- ii. Bid Form for Technical Proposal and Appendix to Technical Proposal.

(Annexure- 5)

- iii. Declaration by the bidder that his tender is without any technical orcommercial deviations in the format of the letter enclosed with the tender.
- iv. Full technical description of the items and services proposed by the bidderincluding makes, model number etc.
- v. Confirmation of performance guarantee, Defect liability or Warranty period.
- vi. Confirmation of the commercial terms and conditions. **There shall be noreference of the Price.**
- vii. Any other technical details.

5) The financial proposal shall be submitted in a separate cover (in Third Cover, Envelop C). The financial bid comprises of the following;

(Sealed Envalop)

- i. Financial Bid and Appendix to financial bid (Annexure- 6).
- ii. Any rebate
- iii. Any other information

5.4.20 Bid Prices:

- 1) Unless specified otherwise in Employer's Requirements, Bidders shall quote for the entire facilities on a **"single responsibility"** basis such that the total bid price covers all the bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the **work** as specified in the bidding documents, all in accordance with therequirements of the Conditions of Contract.
- 2) The quoted item rate shall include for all duties, taxes, and other levies payable by the bidder under the contract, and no claim whatsoever, in this respect shall be entertained by the institution.

5.4.21 Prices quoted by the bidder shall be firm. No escalation in price will be given.

5.4.22 Bid Currencies:

The prices shall be quoted in Indian currency only.

5.4.23 Bid Validity:

- a) Bids shall remain valid for a period of not less than 90 days after the last date of receiving of the Tender. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- b) In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by mail. A bidder may refuse the request without forfeiting its bid security (EMD). A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security (EMD) for the period of the extension.

5.4.24 Bid Security:

- 1) Any bid not accompanied by an acceptable bid security as required (or eligible for exemption) shall be rejected by the Employer as non-responsive.
- 2) The bid securities of unsuccessful bidders will be returned as promptly as possible, after the expiration of the period of bid validity. Employer shall pay no interest on the bid security.
- 3) The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required security deposit.
- 4) The bid security may be forfeited
 - (a) If the bidder withdraws its bid after bid opening during the period of Bid Validity.
 - (b) In the case of a successful bidder, if it fails within the specified time limit to
 - i. Sign the Contract Agreement, or
 - ii. Furnish the required security deposit.
- **5.4.25 Late Bids:**Any bid received by the Employer after the deadline for submission of bids will be rejected and returned unopened to the bidder.
- **5.4.26 Modification & Withdrawal of Bids:**No Modification & withdrawal of Bid will be permitted after submission of bid.

5.4.27 Opening of Pre-Qualification Bids:

- 1) The Employer will open the Pre-qualification proposals of all the bids received (except those received late), The bidders' representatives who are present shall sign a register evidencing their attendance.
- 2) If any bidder withdraws from the bidding process, that bid shall not be opened.
- 3) Technical and Financial Proposals of only qualified bidders shall be considered for further evaluation. The technical and financial proposals will not be opened on the same day but will be opened in stage wise manner. The dates will be informed to bidder by mail/ SMS. presence of qualified tenderers or their authorized representatives. The date and time of opening of respective proposals/envelopes will be advised to the qualified tenderers in writing.
- 5.4.28 Employer reserve the right not to give work order to L-1. (i.e. firm qualified lowest rate) to satisfy MSME act.

5.4.29 Employer reserve the right to reject all bid without assigning any reasons.

5.4.30 Payment condition: Payment condition will govern by as per given section I (B) at serialno 13& 14 But if there is delay in payment from institution site no interest will be payable in any case.

SECTION – II (Technical Specifications of Items)

Technical Specifications Required

Sr.	ltem Name	Quantity	Installation Requirement (if any)	Place of Delivery	Specifications
	Li-ion Battery pack	-	Yes	Department of Electrical Engineering, MBM Engineering College South Campus Ratanada Jodhpur 342011	Rechargeable, Normal Voltage: 36Volts. Capacity: 20Ah. Charge Current: 4-10Amps, Maximal Continuous Discharge C-Rate: 50Amps. Maximal Discharge Current: 100Amps. Overvoltage Protection: 42Volts. Under voltage Protection: 28Volts.
5	Ultracapacitor/ Supercapacitor Module	<u>.</u> .	Yes	Department of Electrical Engineering, MBM Engineering College South Campus Ratanada Jodhpur 342011	Ratings of module: 27V/300F. Consists of 10 ultracapacitor cells of test Current for Capacitance and ESRDC 100 A , Leakage Current at 25°C, maximum 5.2 mA, Maximum Series Voltage 750 V , Capacitance of Individual Cells 3,000 F , rated voltage 2.7 volt, stored energy 3Wh, Maximum ESR 0.39m ohm.

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Declaration

(On a Stamp Paper of ₹ 50 value) (To be provided by Bidder)

- 1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct and accept all the terms and conditions of tender.
- 2. The undersigned also hereby certifies that neither our firm M/s. _____ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this application.

Signed by an Authorized Officer of the Firm

Title of Officer

Name of Firm with seal

Anti-Blacklisting Declaration (On a Stamp Paper of ₹ 50 value) (To be provided by Bidder)

I M/s. ______ (Name of the Bidder along with name and address of registered office) hereby certify and confirm that we or any of our promoter/s/director/s are not barred by Government of Rajasthan (GoR)/ any other entity of GoR or blacklisted by any state government or central government/department/agency/local self Government in India or abroad from participating in any bid/s, either individually or as member of a Consortium as on _____ (Bid Submission Date).

We further confirm that we are aware that our Bid for the captioned work would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this ____ day of _____ 2019.

Signed by an Authorized Officer of the Firm with seal

Title of Officer

Name of Firm

Anti-Blacklisting Declaration (On a Stamp Paper of ₹ 50 value) (To be provided by OEM)

M/s. ______ (Name of the Bidder along with name and address of registered office) is Original Equipment Manufacturer (OEM) hereby certify and confirm that we or any of our promoter/s/director/s are not barred by Government of Rajasthan (GoR)/ any other entity of GoR or blacklisted by any state government or central government/ department/ agency/local self Government in India or abroad from participating in any bid/s, either individually or as member of a Consortium as on _____ (Bid Submission Date).

We further confirm that we are aware that Bid for the captioned work would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this ____ day of _____ 2019.

Signed by an Authorized Officer of the Firm with seal

Title of Officer

Name of Firm

Authorization certificate from Original Equipment Manufacturer (OEM) (On a Stamp Paper of ₹ 50 value) (To be provided by OEM)

We authorised M/S ------ (Name with full address of the firm) for the supply of equipment/ articles in the territory of Rajasthan. We will be liable for providing back to back all after sales services and technical support required for satisfactory operation, running & maintenance of equipment/ articles.

Signed by an Authorized Officer of the Firm with seal

Title of Officer

Name of Firm

<u>PERFORMANCE BANK GUARANTEE</u> (On 50/- Non Judicial Stamp Paper)

Bank Guarantee No.: BG Amount: Issue Date: Expiry Date: Claim Expiry Date: <Total Warranty Period>

The Dean,

Bank Guarantee No. & DateBankhmbnmbmnbsmbmnd

M.B.M. Engineering College TEQIP-III Office Department of Computer Science Engineering Residency Road, Ratanada, Jodhpur

In consideration of M.B.M Engineering College, Jai Narain Vyas University, Jodhpur, a body corporate established under the laws of the India, and having its Registered Office at TEQIP-III Office, Department of Computer Science Engineering, MBM Engineering College (hereinafter referred to as "Company")

Which expression shall, unless repugnant to the context or meaning thereof, including all its successors, administrators, executors and assigns) (hereinafter called the "Contractor" which expression shall include all the amendments thereto with *<Vender Name>* having its registered office at *<Vender registered Address>* (hereinafter referred to as "Contractor", which expression shall unless repugnant to the context or meaning thereof, including all its successors, administrators, executors and assigns) and the Contract having been formally signed by the Contractor and Company one of the terms of the Contract requires that the Contractor furnishes to Company a bank guarantee for INR Rs..... along with submission of acceptance for execution of the contract for guaranteeing the satisfactory performance by the contractor under the contract.

The Guarantee is valid unit the *Warranty period*>with claim period valid up to

1. We, <*Bank Name*> registered under the laws of Banking, having head/registered office at <Bank Address> (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay to the company on first demand in writing any / all moneys to the extent of INR < Guarantee Amount>(In words:.....) without any demur, reservation, recourse, contest or protest and without any reference to the contractor. Any such demand made by company on the Bank by serving a written notice, shall be conclusive and binding, without any proof whatsoever, as regards to the amount due and payable notwithstanding any dispute(s) pending before any court, tribunal, arbitrator or any authority and / or any other matter or thing whatsoever, as Bank's liability under these presents being absolute and unequivocal. Bank hereby agree and acknowledge that this guarantee is irrevocable and continues to be enforceable until it is fully discharged by company in writing or expiry date whichever is earlier. This bank 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.

- 2. The Bank also agrees that Company at its option shall be entitled to enforce this bank guarantee against the Bank as a principal debtor, in the first instant without proceeding against the contractor and notwithstanding any security of other guarantee that Company may have in relation to the Contractor's liabilities.
- 3. The Bank further agree that Company shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligations hereunder to vary any of the terms and conditions of the Contract or to enforce any of the terms and conditions relating to the contractor to the Bank shall not be relieved from its liability by reason of any such variation or extension being granted to the contractor or any forbearance, act or omission on the part of Company or any indulgence shown by company to the contractor or any such matter or this whatsoever which under the applicable laws may, but for this provision have effects of relieving the Bank.
- 4. The Bank further agree that the Bank guarantee herein contained shall remain in full force till it is validly discharged by the company or expiry date whichever is earlier, and all dues of Company under or by virtue of this contract have been fully paid and all its claims satisfied or discharged or till company discharge this bank guarantee in writing whichever is earlier.
- 5. The Bank guarantee shall not be discharged by any change in Banks constitution, constitution of Company or that of the Contractor or change in appropriate laws.
- 6. The Bank confirms that this bank guarantee has been issued with observance of appropriate laws of INDIA.
- 7. The Bank also agree that this bank guarantee shall be governed and construed in accordance with INDIA laws and subject to the exclusive jurisdiction of INDIA courts.

Our guarantee will be governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of courts in India.

Notwithstanding anything contained hereinabove:

- a) Our liability under this guarantee shall not exceed of Rs...< Guarantee Amount>
- b) This bank guarantee shall be valid up to *Warranty period* >......
- d) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before Date.....
- e) At the end of claim period that is on or after Date.... all your right under this guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee.

In witness whereof the Bank through its authorized officer has set its hand and stamp on this date..... at ... *Sank* ... *Name*

Date: Place:

(Seal and Signature of Bank Authorities)

(Seal and Signature of Vender)

<u>Technical Bid</u> Technical Specifications (In letterhead of the supplier with seal)

Sr. No	Item Name	Specifications	HSN No	Make and Modal No
1				
2				
3				
4				
5				

Annexure-7

FORMAT FOR QUOTATION SUBMISSIO (In letterhead of the supplier with seal)

Date:

Sales tax and other taxes payable	In figures (B)		
Sales tax and ot	% uI		
Total Price	(v)		
Quoted Unit rate in ₹.	(Including Ex-Factory price, excise duty, packing and forwarding, transportation, insurance, other local costs incidental to delivery and warranty/ guaranty commitments)	st	
Unit		T <mark>o</mark> tal Cost	
Qty. Unit	,		
Description of	goods \ (with full Specifications)		
SI. No.			

apply the above goods in accordance with the bening a province of the locations. —amount in words) within the period specified in the Invitation for Quotations. Gross Total Cost (A+B): ₹. We agree to supply the above goods in accordance with the technical specifications for a total contract price of \mathfrak{X} . —

We confirm that the normal commercial warranty/ guarantee of — and conditions as mentioned in the Invitation Letter.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Signature of Supplier Address: Name:

Contact No.

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To: