

NBCC SERVICES LIMITED

(A Wholly Owned Subsidiary of NBCC (I) Limited)

OFFICE OF THE CEO, NBCC SERVICES LIMITED, GROUND FLOOR,
NBCC CENTRE, OKHLA PHASE-I, NEW DELHI-110020
nsl@nbccindia.com

Date: 27.07.2020

NOTICE INVITING E-TENDER (NIT)

NBCC Services Limited (NSL) invites Tenders from the **Empanelled consultants from both Group-I and Group-II** on behalf of D.C., Imphal, East on single percentage fees basis from experienced and eligible Architect / Consultant firms for **Rendering Architectural & Engineering Design Consultancy Services for Construction of one short stay home for people living with HIV Women & Children at Imphal East, Manipur.**

The estimated Project Cost of this work is Rs. 142.69 lacs.

1.	Tender Document No.	NSL/PLHIV/Manipur/ Consultant/2020/376
2.	Name of work	Tender for Rendering Architectural & Engineering Design Consultancy Services for Construction of one short stay home for people living with HIV Women & Children at Imphal East, Manipur.
3.	Client / Owner	D.C., Imphal, East.
4.	Brief Scope of work	Preparation of Drawings, Design, Estimation, Rate Analysis, Specifications of Construction and development works of Civil, electrical, prefab structures etc
5.	The maximum quoted consultancy fee to be quoted by intending tenderer.	1% of the estimated cost of the work
6.	Time for Completion of work	Six (6) months
7.	Defect Liability period	(12)Twelve Months
8.	Estimated Consultancy Fee	Rs. 1,42,686.00 Including GST
9.	Earnest Money Deposit	Rs. 1427.00 to be deposited in the form of Demand Draft / Pay Order / Bankers Cheque in favour of " NBCC Services Limited " payable at Delhi / New Delhi or Bank Guarantee from any Nationalised or approved Scheduled Banks in favour of NBCC Services Limited with its Head Quarter at Ground floor, NBCC Centre, Okhla Phase-I, New Delhi-110020 as per performa given in NIT (Appendix-IV).

10.	Cost of Tender Documents (non-refundable)	Rs. 5900.00 (Rupees Five Thousand Nine Hundred Only) including GST @ 18.00 % in the form of Demand Draft / Pay Order in favour of "NBCC Services Ltd." payable at Delhi / New Delhi.
11.	E-tender Processing Fee (non-refundable)	Rs.590.00 in the shape of e-mode in favour of ITI Limited including GST.
12.	Date & time of Technical bid.	11.08.2020 at 11.30 AM (IST)
13.	Last Date & Time of submission of Bid (Online)	11.08.2020 Upto 10.00 AM (IST)
14.	Period during which hard copy in original of EMD, Cost of Tender Document, e-tender processing fee, Letter of Acceptance of tender conditions unconditional, enlistment order of the contractor and other document as per NIT shall be submitted.	Before and upto 11:00 AM (IST) on 11.08.2020 Venue of Submission of hard copies : Office of the CEO, NBCC Services Limited, Ground Floor, NBCC Centre, Okhla Phase 1, New Delhi-110020
15.	Date & time of Design Concept Presentation	Shall be intimated later
16.	Date & time of opening of Financial bid.	Shall be intimated later
17.	Validity of Offer	150 days from initially stipulated last date of submission of Tender as per NIT.
18.	Obtaining GRIHA / Green Building Certification	Not required
19.	Date of Pre-bid Meeting & Venue	Not required

The tender document can be downloaded from website www.tendrwizard.com/NBCC and www.eprocure.gov.in "Corrigendum" if any, would appear only on the tender wizard web site and not to be published in any News Paper".

2.0 Minimum Eligibility Criteria

The empanelled consultant of NBCC Services Ltd. (NSL) for Group I & II may participate in the tender. They will upload and submit the empanelled letter issued by NSL.

- 3.0 The intending tenderer(s) must read the terms and conditions of NSL carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
- 4.0 Information and Instructions for Tenderers posted on Website(s) shall form part of bid document.
- 5.0 The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary

documents can be seen and downloaded from website www.tenderwizard.com/NBCC or www.eprocure.gov.in free of cost.

- 6.0 Those Architect firm / Consultant not registered on the website mentioned above are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 7.0 The intending tenderer(s) must have class-III digital signature to submit the bid.
- 8.0 On opening date, the Architect Firm/Consultant can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 9.0 Architect firm / Consultant should upload documents in PDF format.
- 10.0 Architect firm/ Consultant must ensure to quote rate in percentage. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. The rate shall be Quoted upto 2 Decimals.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the tenderer, rate of such item shall be treated as "0" (ZERO).

- 11.0 Notwithstanding anything stated above, NSL reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of NSL.
- 12.0 The tenderer(s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.
- 13.0 The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 07 days from the date of uploading of Tender on website. NSL will reply only those queries which are essentially required for submission of bids. NSL will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/ Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 07 days from the date of uploading of Tender on website, extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates. Requests for extension of opening of Technical Bids will not be entertained.

Further, queries regarding Design concept presentation also will not be entertained after 07 days from the date of uploading of tender on website. Bidders have to give Design concept presentation on the basis of the available data and after collecting information regarding plot area, local heritage, plot connectivity with main road, etc. by visiting the site. Missing link, if any, may be assumed by the bidders with best possible option for presentation since this stage is meant to assess and evaluate the overall understanding of bidder about subject matter and the Project in particular.

14.0 NSL reserves the right to reject any or all tenders or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no tenderer / intending tenderer shall have any claim arising out of such action.

15.0 Integrity Pact as per Appendix-III under Section-6: Integrity Pact duly signed by the tenderer shall be submitted. Any bid without signed Integrity Pact shall be rejected.

15.1 **Independent External Monitors**

(i) In respect of this consultancy assignment, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program.

(ii) The Independent External Monitor (s) (IEMs) has been appointed by NBCC (I) LTD, in terms of Integrity Pact (IP)-Section 6, which forms part of the tenders/Contracts. Contract details of the independent External Monitor (S) are posted on NBCC 's Website i.e. www.nbccindia.com

(iii) This panel is authorized to examine / consider all references made to it under this tender in terms of Integrity Pact. The Independent External Monitors (IEMs) shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the Integrity Pact entered into between NSL and Consultant.

(iv) The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / consultant / Sub- consultant etc. with confidentiality.

16.0 **Earnest Money Deposit:**

Earnest Money Deposit of amount as mentioned in "NIT of Tender" required to be submitted along with the tender shall be in the form of Demand Draft payable at place as mentioned in NIT in favour of NBCC Services Limited from any Scheduled bank. The Bank Guarantee towards EMD is also acceptable (in the prescribed format as per Section-6) issued from any Nationalized Bank/Scheduled Banks. EMD shall be submitted in the prescribed proforma.

The EMD shall be valid for a minimum period of 180 (One hundred Eighty) days from the original last day of submission of bid as per NIT. The EMD shall be scanned and uploaded to the e-Tendering website within the period of bid submission and original should be deposited in office of NSL.

16.1 The EMD shall be payable to NSL without any condition(s), recourse or reservations.

- i) The Bid will be rejected by NSL as non-responsive and shall not be considered in case EMD is not received in physical form.
- ii) The EMD of bidders other than L1 will be returned within 15 days, after opening of Financial Bid.
- iii) The EMD of the successful consultant will be discharged after the consultant has furnished the required acceptable Performance Guarantee.
- iv) No interest shall be paid by NSL on the EMD.
- v) The EMD may be forfeited:
 - a) if a consultant withdraws the bid after bid opening during the period of validity;
 - b) If, any unilateral revision in the offer is made by the tenderer during the validity of the offer.
 - c) Upon non acceptance of LOI/LOA, if and when placed
 - d) In the case of a successful consultant; if the consultant fails to Sign the Agreement within the 30 days from the date of issue of LOA or furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.
 - e) If the bidder furnishes any incorrect or false statement/Information/Document.
 - f) If the bidder does not intimate the names of persons who are working with him in any capacity or are subsequently employed by him who are near relatives to any officers of NBCC and /or name of bidders's near relative who is posted in the project office/concerned Zonal/SBG/RBG office of NBCC
 - g) If consultant commits any breach of Integrity Pact.

17.0 Interested Architect firm / Consultant who wish to participate in the bid has also to make following payments in the form of Demand Draft or Pay Order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-Tendering website within the period of bid submission:

- i) Cost of Bid Document: Demand Draft or Pay Order or Banker's Cheque should be drawn in favour of NSL payable at New Delhi.
- ii) e-Tender Processing Fee is to be paid through e-payment gateway to e-Tender Services Provider of NSL.
- iii) Cost of Bid Document and proof of e-tender Processing Fee & EMD accordingly, shall be placed in single sealed envelope superscripted as "Earnest Money, Cost of Bid Document and proof of e-tender Processing Fee" with name of work and due date of opening of the bid also mentioned thereon.

Certificate of Empanelled Consultant and other documents as specified in the tender shall be scanned and uploaded to the e- Tendering

website within the period of bid submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents"

18.0 List of Documents to be scanned and uploaded within the period of bid submission:

- a) Demand Draft/Pay order or Banker`s Cheque / Bank Guarantee of any Nationalized / Scheduled Bank against EMD.
- b) Demand Draft/Pay order or Banker`s Cheque of any Scheduled Bank towards cost of Bid Document.
- c) Proof of payment through e-payment gateway to ITI Ltd.
- d) Appendix-I to Appendix-III including Integrity pact of NIT.
- e) Corrigendum / Addendum / Other documents, if any
- f) Power of Attorney of the person having digital signature for signing / submitting the tender. This should be supported by Board Resolution (in case of a company registered under the Companies Act).
- g) Copy of Empanelment letter

Note: -

1. All the uploaded documents duly sealed and signed by the Power of Attorney holder should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation. The document submitted in hard copy should be duly page numbered.

The contract agreement shall be signed only after meeting out all such requirements. No payment shall be released till such registration(s). In case of non-fulfillment of any such requirement by the bidder in due course of time, EMD shall be forfeited and the party will be put under holiday list.

19.0 Set of Tender Documents:

The following documents will constitute set of tender documents:

- a) Notice Inviting E-Tender
- b) Quoting Sheet for Tenderer
- c) General Conditions of Contract 2019
- d) Special conditions of Contract (SCC)
- e) Site Layout/Plan, Drawings if available
- f) Appendix-I to Appendix-III including Integrity pact of NIT.
- g) Corrigendum / Addendum / Other documents, if any

20.0 List of Documents to be submitted in hard copy in Technical Bid within the period of tender submission:

- a) Demand Draft/Pay Order or Banker`s Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD- Original to be submitted in Hard Copy.**

- b) Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank towards cost of Tender Document- **Original to be submitted in Hard Copy.****
- c) Affidavit (in original) for correctness of Documents / Information (Appendix-I) of NIT- **Original to be submitted in Hard Copy.****
- d) Letter of Acceptance (in original) of Tender Conditions unconditional (Appendix-II) of NIT- **Original to be submitted in Hard Copy.****
- e) Appendix III: - Integrity Pact

21.0 The bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering web site(s) by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete / Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in NIT. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

The envelope containing Technical bid should also indicate clearly the name of the tenderer and his address. In addition the left hand top corner of the envelope or container should indicate the name of the work, name of the document in the envelope with bid opening date and time and addressed to address mentioned above and shall reach up to 11:00 Hrs on or before date of Technical Bid. The online bid shall be opened at 11:30 Hrs. on the same day.

Online technical bid documents submitted by intending tenderers shall be opened only of those tenderers, whose Earnest Money Deposit, Cost of Bid Document and e-Tender Processing Fee and other documents placed in the envelope are found in order.

The bid submitted shall become invalid, if:

- i) The tenderer is found ineligible.
- ii) The tenderer does not upload all the documents as stipulated in the bid document.
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically in the office of tender opening authority.
- iv) Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

22.0 Before the last time and date of submission of bid as notified, the tenderer can submit revised bid any number of times.

23.0 The bid for the works shall remain open for acceptance for a period of 150 days from the last date of submission of bid including the extension given, if any. In case any tenderer withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any

- modifications in the terms and conditions of the bid which are not acceptable to NSL, then NSL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the tenderers shall not be allowed to participate in the re-bidding process of work.
- 24.0 The acceptance of any or all tender(s) will rest with NSL who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without assigning any reason thereof.
- 25.0 On acceptance of tender, the name of the accredited representative(s) of the Architect / Consultant who would be responsible for taking instructions from Engineer-in-Charge or its authorized representative shall be intimated immediately after issue date of Letter of Award (LOA)/ Letter of Intent (LOI) by NSL.
- 26.0 Date of Start of work shall be reckoned from the 3rd day after issue of the letter of Award (LOA)/ Letter of Intent (LOI) by NSL.
- 27.0 The award of consultancy work, execution and completion of work shall be governed by tender documents consisting of (but not limited to) NIT, General Conditions of Contract, Special Conditions of Contract, Technical Evaluation of Stage-I & Stage-II, Price bid, etc. The tenderers shall be deemed to have gone through the various conditions while making/preparing their technical & financial proposals & submitting the Bid(s) including site conditions, topography of the land, drainage and accessibility etc. or any other condition which in the opinion of tenderer will affect his price/rates before quoting their rates.

ORDER OF PRECEDENCE OF DOCUMENTS

In case of difference, contradiction, discrepancy, with regard to General Conditions of contract, Special Conditions, Specifications, and Corrigendum/Clarification issued, Drawings, Bill of quantities etc. forming part of the contract, the following shall prevail in order of precedence.

1. Letter of Award, along with statement of agreed variations and its enclosures, if any.
 2. Corrigendum, Addendum, Clarifications etc.
 3. Special Condition of Contract.
 4. Description of Bill of Quantity / Schedule of Quantities.
 5. General Conditions of Contract.
 6. Drawings
 7. CPWD/ MORTH specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of tenders.
 8. Relevant B.I.S. Codes.
- 28.0** Design Concept Presentation will be held on 7th day from the date of opening of the Technical Bid. The bidders qualified in Technical Bid Evaluation will be informed through email or otherwise for Design Concept Presentation 48 Hours prior to the date of Design Concept Presentation.
- 29.0** Financial Bid will also be opened at 5 PM on the date of the Design Concept Presentation. The date of opening of financial bid shall be

informed to the *tenderer* by Fax / E mail if the Financial Bids are not opened on the date of Design Concept Presentation.

- 30.0 In case of any query, please contact Sh. A K Jain, DGM (T), NSL Mob. No. 8527798465 or Ms Shruti Jain, SPE (C) on mobile No. 6377258670 during the Office hours. Intending Consultant may email us at nsl@nbccindia.com.
- 31.0 In case of assistance / problem / enquiry in uploading documents, Helpdesk-Tel. nos. of M/s ITI Ltd is 011-49424365 / 08800115946 / 08800496478 / 8800607901

Sd/-
AGM,NSL

AFFIDAVIT

Note:

1. **Affidavit be submitted in original by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)**
2. **In case of procurement for a value in excess of Rs. 10 Crores, than undertaking for sr. no. 4 of this Affidavit shall be provided from a statutory auditor or cost auditor of the company (In case of the companies) or from a practicing chartered accountant (In case of tenderer other than company)**

Affidavit of Mr.S/o
 R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s
 Having its Head Office/Regd. Office at

That the information / documents / Experience certificates submitted by M/s..... along with the Tender for Tender for **Rendering Architectural & Engineering Design Consultancy Services for Construction of one short stay home for people living with HIV Women & Children at Imphal East, Manipur.** are genuine and true and nothing has been concealed.

2. I shall have no objection in case NBCC Services Limited verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case NSL demand so for verification.
3. **That(Name of bidder) shall fully comply with the DIPP’s PPP-MII order no P-45021/2/2017/E II dated 15.06.2017 or any further revision at any later date during the entire tenancy of contract.**
4. It is certified that all approved makes for each respective items to be used in the works are proposed by them Make in India (MII) only as per the norms of minimum local content required as defined in the public procurement (preference to make in India)order 2017 on any subsequent revision.

In case, where reputed MII makes are not available, names of any imported/foreign makes shall not be specified, instead requisite specifications of the materials shall be given in the tender.

5. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, NSL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
6. I shall have no objection in case NSL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before NSL receives said verification.
7. That the Bank Guarantee/DD/Pay order/Bakers Cheque issued against the EMD issued by (EMD **Detail**.....) is genuine and if found at any stage to be incorrect / false / fabricated, NSL shall

reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

8. I hereby confirm that our firm/company is not blacklisted/barred/banned from tendering by NBCC (I) LIMITED / NBCC SERVICES LIMITED. If this information is found incorrect, NBCC (I) LIMITED / NBCC SERVICES LIMITED at its discretion may disqualify / reject / terminate the bid/contract.
9. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender

I,, the Proprietor / Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified atthis.....day of

**DEPONENT
ATTESTED BY (NOTARY PUBLIC)**

ACCEPTANCE OF TENDER CONDITIONS

(On the letter head of the company by the authorized officer having power of attorney)

NBCC Services Limited,
Ground Floor, NBCC Centre,
Okhla Phase-I,
New Delhi-110020

Sub: Tender for the Rendering Architectural & Engineering Design Consultancy Services for Construction of one short stay home for people living with HIV Women & Children at Imphal East, Manipur. NSL/PLHIV/Manipur/ Consultant/2020/376

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I / we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) I / We have viewed and read the terms and conditions of this NBCC GCC/ SCC carefully. I/We have downloaded the following documents forming part of the tender document:
 - a) Notice Inviting Tender.
 - b) Quoting Sheet for Tenderer.
 - c) General Conditions of Contract 2019 Special Conditions of Contract (SCC)
 - d) Site Layout / Plan, Drawings if available
 - e) Appendix I to Appendix III of NIT
 - f) Corrigendum/Addendum, if any
 - g) Other Documents, if any Corrigendum, if any
- iv) I/we have uploaded the mandatory scanned documents such as cost of bid document, EMD of requisite amount, e-tendering processing fee other documents as per Notice Inviting e-tender

Date:_____

**Yours faithfully,
(Signature of the
tenderer with rubber
stamp)**

**NBCC SERVICES LIMITED
(A Wholly Owned Subsidiary of NBCC (I) Limited)**

PROFORMA OF BANK GUARANTEE IN LIEU OF EMD (BID BOND)

**(Judicial Stamp paper of appropriate value as per Stamp Act – of
respective state)**

NBCC Services Limited,
Ground Floor, NBCC Centre,
Okhla Phase I,
New Delhi- 110020

In consideration of NBCC SERVICES LIMITED, having its Office at Ground floor, NBCC Centre, Okhla Phase-I, New Delhi -110020 (hereinafter called "NSL" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/s..... having its Registered Head Office at..... (hereinafter called the "TENDERER") is to participate in the said tender for.....Whereas NSL, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs..... valid upto.....from the tenderer in lieu of Cash Deposit of Rs.....required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to NSL on demand in writing and without demur/protest any amount but not exceeding Rs.....

Any such demand made by NSL shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank; lastly undertake not to revoke this guarantee during its currency without the prior consent of NSL in writing.

PLACE :

DATED :

WITNESS.

1.

2.

PROFORMA OF BANK GUARANTEE (PERFORMANCE)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

NBCC Services LIMITED.

Ground floor, NBCC Centre,
Okhla Phase-I,
New Delhi- 110020

Whereas the NBCC SERVICES LIMITED, having its Office at Ground floor, NBCC Centre, Okhla Phase-I, New Delhi -110020 (hereinafter called "NSL" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. _____ dated _____ (hereinafter called the contract) to M/s. _____ (hereinafter called the contractor / supplier) at a total price of Rs. subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. (Rupees.....) being% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to NBCC SERVICES LIMITED immediately on demand in writing and without protest/or demur all moneys payable by the contractor/supplier to NBCC SERVICES LIMITED in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by NBCC SERVICES LIMITED by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by NBCC SERVICES LIMITED to the bank. Any such demand made by NBCC SERVICES LIMITED on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs.....in the aggregate which shall be valid up toand the bank hereby agrees to the following terms and conditions:-

- (i) This guarantee shall be a continuing guarantee and irrevocable for all claims of NBCC SERVICES LIMITED as specified above and shall be valid during the period specified for the performance of the contract.
- (ii) We, the said bank further agree with NSL that NSL shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NSL against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NSL or any indulgence by NSL to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever NSL may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in performance to any other security or guarantee which the NSL may have or obtained and there shall be no forbearance on the

part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for NSL to proceed against the said contractor/supplier before proceeding against the Bank.

- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to NSL in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to NSL in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NSL in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____