



ཐུན་གཙང་ཁུ་གློག་ལེ་ལས་འགུལ་དབང་འཛིན།

PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY

CONTRACTS & PROCUREMENT CIRCLE

PROCUREMENT DIVISION

BLOCK NO. H15, BJIMTHANGKHA:: BHUTAN

No. PHPA-I/Proc-17/ZCL/2025/26

Dated: 3<sup>rd</sup> February, 2025

**NOTICE INVITING TENDER**

Punatsangchhu-I Hydroelectric Project Authority (PHPA-I), Bjimthangkha, Wangdue is pleased to invite "Sealed Bids" from the Bidders for the supply of Civil Maintenance items:

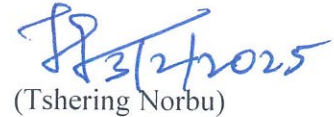
Lot#	Description of items	Qty	Remarks
1	Supply of Civil Maintenance Items as per BOQ (Annex-I)		For eligibility criteria, and other details refer terms & conditions of Bidding Document

The duly filled price bid along with Terms & Conditions shall be submitted to the Office of Executive Engineer (M), Procurement Division, Contracts & Procurement Circle, PHPA-I, Bjimthangkha, Wangdue on or before **05.03.2025 at 1400 Hrs.** The bids shall be opened at **1500 Hrs.** (BST) on the same day in the presence of the intending bidders/representatives who may wish to be present. It may be noted that the complaint whatsoever after the tender shall not be entertained.

1.	Tender No.	PHPA-I/Proc-17/ZCL/2025/26
2.	Tender Document	The interested participant may download the bidding document from PHPA-I website ( <a href="http://www.phpa1.gov.bt/tenders">www.phpa1.gov.bt/tenders</a> ) at free of cost.
3.	Last Date & time of submission of bid	05.03.2025 at 1400 Hrs. (BST)
4.	Place of submission of bid	Executive Engineer (M), Procurement Division, Contracts & Procurement Circle, PHPA-I, Bjimthangkha, Wangdue
5.	Date & Time of opening of Bids	05.03.2025 at 1500 Hrs. (BST)

PHPA-I reserves the right to accept or reject any or all tenders at any stage of the process or any part thereof at any time without assigning any reason thereof.

For any clarification, please contact undersigned official, Mobile No. 17742598 during office hours:



(Tshering Norbu)

Executive Engineer (M)

**PUNATSANGCHHU-I HYDROELECTRIC PROJECT AUTHORITY**

**BJIMTHANGKHA**

**WANGDUE: BHUTAN**



**TENDER DOCUMENT FOR SUPPLY OF  
CIVIL MAINTENANCE ITEMS**

**NOTICE INVITING TENDER NO. PHPA-I/PROC-17/ZCL/2025/26**

**FEBRUARY, 2025**

A handwritten signature in blue ink, consisting of stylized initials.

## INVITATION OF BIDS

### 1. Scope of Work

PHPA-I invites sealed bids from eligible and qualified bidders for supply of Civil Maintenance items as per the schedule of the Bill of Quantities (BoQ) enclosed in **Annex-I**. The rates quoted by the Bidder(s) shall be indicated in the appropriate column of above schedule.

### 2. Eligibility Criteria

The bidder shall furnish documentary evidence such as valid Trade License, Valid Tax Clearance Certificate, etc. along with their application and copies of supply orders for Civil items received by them from other Government/Semi – Government and Private undertaking.

### 3. Instruction to Bidders

- 3.1 The Bidder shall submit all the relevant documents mentioned in the eligibility criteria while submitting the Bidding Documents.
- 3.2 The Bidder is expected to examine all instructions, bidding forms, terms & conditions and specifications in the Bidding Documents. Failure to furnish all documentations required by the Bidding Documents may result in the rejection of the Bid.
- 3.3 Bidder shall not be allowed to seek any clarification of the Bidding Documents in person.
- 3.4 A prospective bidder requiring any clarification of the Bidding Documents shall notify the same to the PHPA-I during office hours. The PHPA-I shall respond in writing to any such request for clarification, provided that it is received no later than fifteen (15) days prior to the deadline for submission of bids.
- 3.5 At any time prior to the deadline for submission of Bids the PHPA-I may amend the Bidding Documents by issuing an Addendum. This may be done either on the Purchaser's own initiative or in response to a clarification request from a prospective Bidder. Any addendum issued shall be part of the Bidding Document and shall be uploaded in the PHPA-I website.
- 3.6 PHPA-I may, at its discretion, extend the deadline for submission of bid by amending the Bidding Document, in which case all rights and obligations of PHPA-I and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 3.7 The Bidder shall bear all costs associated with the preparation and submission of its Bid. PHPA-I shall not be responsible for any cost of the bidding process.
- 3.8 **The Bidder shall furnish the Earnest Money Deposit (EMD) amounting to Nu. 36,000.00 (Nu. Thirty Six Thousand) only in the form of Demand Draft in a separate sealed envelope in favour of Punatsangchhu - I Hydroelectric Project Authority (PHPA-I) which will be opened first. The Bid not accompanied by EMD shall be rejected as non-responsive. No interest shall be payable by PHPA-I on the EMD.**
- 3.9 Withdrawal of a bid between the deadline for submission of the bids and expiration of the bid validity period specified in the Bidding Documents or changes in prices or any of the terms and conditions, may result in the forfeiture of the Earnest Money Deposit (EMD).

3.10 **The EMD of the successful bidders shall be returned only after the submission of acceptable Performance Security and EMD of unsuccessful bidders shall be discharged/returned as promptly as possible upon award of Contract, but in any event not later than 30 days after the expiration of the period of bid validity prescribed by the procuring agency.**

3.11 This tender document is not transferrable.

#### **4. General Terms & Conditions**

##### **4.1 Preparation of Bidding Documents**

4.1.1 The Bidding Documents shall be returned intact by the bidders by quoting rate for all items.

4.1.2 In the event of space of the Tender Form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered, bear the Tender Number and fully signed by the tenderer. Reference to the additional pages must be made in the Bidding Document.

4.1.3 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

4.1.4 The bidders shall attest corrections in their rates if any, with their full signatures before submission of the bid. It shall be valid only if they are signed or initialed by the person signing the Bid otherwise any overwriting or cutting or alteration which is left unsigned by the bidder shall not be considered. The Bidder shall sign each page(s) of the Bidding Documents duly endorsed with their rubber stamp/seal.

4.1.5 The Bid and all correspondence including supporting documents relating to bid exchanged shall be clearly and concisely written or printed in English.

4.1.6 Alternate bids shall not be considered by the PHPA-I.

4.1.7 Bids shall remain valid for period of 90 days from the Date of Bid Opening. A Bid valid for a shorter period shall be rejected by the PHPA-I as non-responsive.

**4.1.8 The rates shall be quoted in the Price schedule enclosed in Annex-I. The rates quoted shall be firm F.O.R delivery at Central Stores, PHPA-I, Gewathang, Wangdue, Bhutan inclusive of taxes and duties. If the bidder has indicated delivery place other than Central Stores, Gewathang, Wangdue the bid shall be considered as non-responsive and shall be rejected.**

4.1.9 2% and 3% tax shall be deducted from the National and Indian supplier respectively from the amount of supply made as per Tax Act of Bhutan 2001.

#### **5 Submission of Bids**

##### **5.1 Sealing and marking of Bid.**

5.1.1 The document comprising the Bid shall be submitted in separate covers as stated in this Clause. Bids shall be submitted in separate sealed envelopes duly marked Envelope - I, Envelope -II and each envelope contain documents as stated below.

Envelope – I

The Envelope – I will be marked and sealed as “Bid Security”

## Envelope – II

The Envelope -II will be marked and sealed as Price Bid and shall comprise of duly filled price Schedule as per Annex-I.

- 5.1.2 The outer envelope shall bear the address and identification of the Notice Inviting Tender No. and Date of Opening. The inner envelopes as described above shall be signed across their seals by the person authorized to sign the Bid on behalf of the Bidder. The inner envelope shall indicate the name and address of the Bidder, to enable the Bid to be returned in case it is declared late. All envelope shall be sealed with adhesive or other sealant to prevent reopening.
- 5.1.3 If the envelopes are not sealed and marked as above, the PHPA-I shall assume no responsibility for the misplacement or premature opening of bid.
- 5.1.4 Bids shall be delivered by hand, courier or registered post to the Office of the Executive Engineer (M), PHPA-I, Bjimthangkha, Wangdue, Bhutan on or before 5<sup>th</sup> March, 2025 up to 1400 hours (BST).
- 5.1.5 The PHPA-I shall not consider any Bid that is submitted after the deadline for submission of Bids. Any Bid received by the PHPA-I after deadline for submission of Bids shall be declared late, rejected and returned unopened to the Bidder.
- 5.1.6 Each Bidder shall submit only one bid, either individually or as a partner, the bidder who submit or participate in more than one bid shall result in disqualification of the bids.
- 5.1.7 The Bidder submitting their bids in person are requested to submit their Bid in the “Tender Box” only located at the Office of the Procurement Division, PHPA-I, H-15 Building, Bjimthangkha, Wangdue during office hours.
- 5.1.8 Bids submitted vide e-mail/fax/conditional offers or by electronic means are NOT acceptable and shall be rejected.

## **6 Opening of Bids**

- 6.1 The Bid shall be opened on 05.03.2025 at 1500 hours (BST) in the office of Executive Engineer (M), Procurement Division, PHPA-I, Block H-15 Building, Bjimthangkha, Wangdue in presence of Bidders' authorized representatives who wish to attend. Unauthorized representatives shall not be allowed to be present during Bid Opening. If the specified Bid Opening Date falls on public holiday (s), the tenders shall be opened at same time and same place as specified in the Bidding Documents on the next working day in presence of the authorized representatives who wish to be present.
- 6.2 The Bidders are at liberty to be present or authorize a representative to attend the Bid Opening on the date and time specified in the Bidding Document. The Bidders or his authorized representative shall be required to sign on a register indicating their presence at the time of Bid Opening.
- 6.3 All members of the Bid Opening Committee shall examine the conditions of the envelopes and shall sign on the envelope. Each tender shall be numbered serially, initialed and date on all the pages of Bidding documents particularly the prices, cuttings/corrections should be circled and initialed.
- 6.4 Bidders, their authorized representative and other attendees at the Bid Opening shall not be permitted to approach any members of the Bid Opening Committee.

6.5 All envelopes shall be opened one at time. The Bidder names, the bid prices, total amount, any discounts, presence or absence of EMD, etc. shall be announced by the Committee at the Bid Opening. Any bid price & discount not announced and recorded during the Bid Opening shall not be considered for bid evaluation. No bid shall be rejected at Bid Opening except for late bid.

## 7 Evaluation and Comparison of Bids

- 7.1 The Bidder shall be required to quote the rates for all the items mentioned in the BoQ. The Bids will be evaluated on basis of overall amount and supply orders will comprise all the item (s) awarded to the successful Bidder. If any bidder do not quote for all the items, his bid shall not be considered for evaluation.
- 7.2 To assist in the examination, evaluation, comparison and qualification of the bids, PHPA-I may, at its discretion, ask any bidder for clarification of its bid. Any clarification submitted by the bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substances of the bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of bids.
- 7.3 A substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without affecting the scope, quality and performance of the materials. The bid which fails to conform to any of the terms & conditions, specification of the tender document shall be considered as non-responsive and shall be rejected.
- 7.4 Provided that a Bid is substantially responsive, the PHPA-I may request that the Bidder submit the necessary information or documentations, within a reasonable period of time, to rectify in the bid related to documentation requirements. Such request shall not be related to price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 7.5 PHPA-I shall ensure that the lowest evaluated rate is consistent and reasonable with the current market prices. If the prices are unreasonable compared to prevailing market prices, PHPA-I may reject the bid.
- 7.6 PHPA-I shall compare the evaluated rates of all substantially responsive Bids to determine the Bid that has the lowest evaluated rate. The comparison shall be on the basis of final place of delivery, delivery period offered vis-à-vis that required in the NIT, make, standards of materials required as per NIT and past performance of the firms if they have executed any order with PHPA or any similar organizations.
- 7.7 If the Bid that is evaluated as the lowest evaluated rate is, in the PHPA-I's opinion, seriously unbalanced, the PHPA-I may require the Bidder to provide written clarifications. Clarification may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works and any other requirements of the bidding document.
- 7.8 After evaluation of the price analyses, in the event the PHPA-I determines that Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, PHPA-I shall reject the Bid.
- 7.9 PHPA-I is not bound to accept the lowest bid and reserves the right to accept or reject any or all bids or change the bid evaluation procedure without assigning any reasons thereof.

## 8 Award of Contract

- 8.1 PHPA-I shall award the supply orders to the Bidder whose offer has been determined to be the overall lowest evaluated Bid as per the BoQ at Annex-I.
- 8.2 The Bidder may note that the quantities given in the BoQ is the anticipated requirement of PHPA-I and these quantities may increase or decrease based on actual requirement
- 8.3 The successful Bidder shall supply only the approved/reputed brands and no other brands/materials shall be accepted by the PHPA-I.
- 8.4 If required, the material shall be subject to inspection by PHPA-I officer in the supplier's premises before delivery/dispatch or the PHPA-I officer shall conduct inspection of the supplied items at the Central Stores, PHPA-I, Gewathang, Wangdue. If it is found to be of inferior quality and not reputed brands then the PHPA-I shall reject the supplies and the supplier shall supply the original/reputed brands.
- 8.5 **The successful Bidder shall deliver the materials at Central Stores, PHPA-I, Gewathang, Wangdue, Bhutan in good and proper condition as per specification within 45 (Forty Five) days from the date of issue of supply order. In case the supplier fails to deliver the goods within the specified delivery period as specified, liquidated damages @ 0.1 (zero point one percent) of the value of the delayed goods or delayed period per days of delay or part thereof subject to a maximum of 5% (five percent) of value of supply order for delayed goods shall be levied on suppliers.**

**For delays beyond four 30 days, the supply order shall be liable for cancellation at the discretion of PHPA-I. Under such an event, the Performance Security of the firm shall be forfeited.**

- 8.6 The materials shall be under warranty for a period of one (1) year from the date of receipt of materials by PHPA-I or as per standard warranty terms applicable. Any defective or damaged item(s) which in the opinion of Purchaser be due to the material not in accordance with specifications or due to the manufacturing defects shall be replaced by the successful bidder at its own cost.
- 8.7 **The successful Bidder shall, within fifteen (15) working days from the date of issue of supply order(s) on the successful bidder, shall furnish the Performance Security in the form of Demand Draft in favour of Punatsangchhu-I Hydroelectric Project Authority or in the form of an irrevocable Bank Guarantee on the Proforma provided by PHPA-I for an amount equal to 5% (Five percent) of the value of supply orders that would be placed. The Performance Security shall be valid till one month after successful completion of the supplies.**
- 8.8 **100% payment shall be released bill/consignment wise after receipt of material in good and proper condition as per specifications and approved samples.**
- 8.9 For purposes of this clause, "Force Majeure" means any circumstances beyond the control of the parties i.e. the Purchaser & the supplier including but not limited to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquake affecting Contractor's work, except where solely restricted to employees of the Contractor or his sub-contractor and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

The supplier shall not be liable for forfeiture of its performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 8.10 Any dispute arising out of and in relation to Award Order shall be resolved mutually, failing which the same shall be referred for arbitration at Alternative Dispute Resolution Centre (ADRC), Thimphu. The parties shall follow procedures as contained in Alternative Dispute Resolution Act of Bhutan, 2013 and its rules and regulations.
- 8.11 A copy of these terms & conditions duly signed by the bidder shall be essentially submitted along with the bid as a token of acceptance of these terms and conditions.

  
**Executive Engineer (M)**  
PHPA-I, Bjimthangkha, Bhutan

Conditions given above are accepted.

**Signature of Bidder**  
(With official Seal)



## Bill of Quantity (BoQ)

Sl. No.	Description of Items	Unit	Qty.	Rate (Nu.)	Amount (Nu.)
1	D.I Sluice gate valve 150mm, Make: IS 14846, PH 16, 150mm	Nos	10		
2	D.I Sluice gate valve 100mm, Make: IS 14846, PH 16, 150mm	Nos	5		
3	DI Gasket (150mm), Rubber gasket 150mm dia	No	50		
4	Water Storage tank (500 Ltr), Rabten make	Nos	50		
5	CP Angular stop cock, Make: Cera/Kohler/Hindware	No	50		
6	CP Pillar Cock, Make: Cera/Kohler/Hindware	No	15		
7	CP Bib cock - short cp brass, Make: Cera/Kohler/Hindware	No	50		
8	Brass float valve 40mm, Make: Kohli	set	30		
9	Brass float valve 32mm, Make: Kohli	set	20		
10	Brass float valve 25mm, Make: Kohli	set	100		
11	Brass float valve 20mm, Make: Kohli	set	30		
12	Brass float valve 15mm, Make: Kohli	set	20		
13	CPVC brass threading elbow 15x15mm, Astral SDR11	No	50		
14	PVC cistern fitting (Toilet Flush valve-Hindware), Make: Hindware	set	30		
15	Wall Mixer Leg, Make: Cera/Kohler/Hindware	pair	50		
16	Brass basin mixer Leg, Make: Cera/Kohler/Hindware	pair	50		
17	Wall Mixer (L band) with hex nipple 15x20mm, Make: Cera/Kohler/Hindware	No	30		
18	CPVC tank nipple 40mm, Make: Astral SDR11	No	40		
19	CPVC tank nipple 32mm, Make: Astral SDR12	No	40		
20	CPVC tank nipple 25mm, Make: Astral SDR13	No	40		
21	CPVC tank nipple 20mm, Make: Astral SDR14	No	40		
22	CPVC reducer socket 15x20mm, Make: Astral SDR11	No	50		
23	CPVC brass elbow 20x15mm, Make: Astral SDR11	No	50		
24	Kitchen Sink Waste coupling 100mm, Make: Cera/Kohler/Hindware	No	50		



Sl. No.	Description of Items	Unit	Qty.	Rate (Nu.)	Amount (Nu.)
25	Wash basin waste coupling 32mm dia - Make: Cera/Kohler/Hindware	No	30		
26	Sink & Basin Waste pipe/hose pipe, 32mm dia - Make: Cera/Kohler/ Hindware/ Royale	No	100		
27	Connection pipe Hot & Cold ( Heavy duty), 600mm dia - Make: Cera/Kohler/ Hindware/ Royale	No	100		
28	CPVC Ball Valve 40mm, Make: Astral SDR11	No	30		
29	CPVC Ball Valve 32mm, Make: Astral SDR11	No	30		
30	CPVC Ball Valve 25mm, Make: Astral SDR11	No	30		
31	CPVC Ball Valve 20mm, Make: Astral SDR11	No	30		
32	CPVC Male Adapter-40mm, Make: Astral SDR11	No	20		
33	CPVC Male Adapter-32mm, Make: Astral SDR11	No	20		
34	CPVC Male Adapter-25mm, Make: Astral SDR11	No	20		
35	CPVC Female Adapter-40mm, Make: Astral SDR11	No	20		
36	CPVC Female Adapter-32mm, Make: Astral SDR11	No	20		
37	CPVC Female Adapter-25mm, Make: Astral SDR11	No	20		
38	Wash basin mixer, Make: Cera/Kohler/Hindware	Set	30		
39	Shower head with Arms Set, Make: Cera/Kohler/ Hindware	Set	15		
40	Distemper (White)-20 Kg, Make: Shalimar/Asian/Birla/Nerolic	Bkt	50		
41	Distemper (Palecream)-20 Kg, Make: Shalimar/Asian/Birla/Nerolic	Bkt	20		
42	Plain Glass 4mm, Saint Govind/Modi Guard	Sqft	600.57		
43	Tar Felt Sheet - Dr. FIXIT	Roll	1		
44	Wall putty-40 Kg, Make: Shalimar/Asian/Birla/Nerolic	Bag	5		
45	Surya Cement (Lime-25Kg), Make: Shalimar/Asian/Birla/Nerolic	Bag	25		
46	Liquid Fevicol-DDL	Kg	50		
47	CPVC Glue (Tube) - 50g, Make: Astral SDR11	No	50		
48	CPVC Socket -20mm, Make: Astral SDR11	No	50		
49	CPVC Socket -25mm, Make: Astral SDR11	No	50		
50	CPVC Socket -40mm, Make: Astral SDR11	No	50		
51	SS Curtain rod -25mm (12 feet), Jindal - Heavy duty	No	50		

Sl. No.	Description of Items	Unit	Qty.	Rate (Nu.)	Amount (Nu.)
52	SS door handle -150mm, Ipsa - Heavy duty	No	50		
53	CPVC Pipe 40mm, Make: Astral SDR11	No	20		
54	CPVC Pipe 32mm, Make: Astral SDR11	No	20		
55	PVC Door bend -75mm, Prince brand	No	20		
56	PVC Door bend -110mm, Prince brand	No	20		
57	PVC Socket -75mm, Prince brand	No	20		
58	Hindware European WC- S Trap, Hindware	No	20		
59	Hindware Wash Bash basin (400x500mm)	No	20		
60	Health Faucet (Jet Spray) - Heavy duty, Make: Royale/Essco/Cera/Kohler/ Hindware	No	20		
61	CP 2 in 1 angle Stop cock Make: Royale/Essco/Cera/Kohler/ Hindware	No	20		
62	CP 2 in 1 Bib cock Make: Royale/Essco/Cera/Kohler/ Hindware	No	10		
63	Hydraulic Door Closer- Best Quality, Make:Ipsa - Heavy duty	No	10		
64	Nails 1 <sup>1/2</sup> , Tata brand	Kg	5		
65	Nails 2", Tata brand	Kg	5		
66	Nails 3", Tata brand	Kg	5		
67	Nails 4", Tata brand	Kg	10		
68	Nails 5", Tata brand	Kg	10		
69	Nails 6", Tata brand	Kg	10		
70	PGI Sheet, Make: Tata/Jindal	Roll	2		
71	White Cement, Make: Birla	Kg	100		
72	Agro Net (3x50m), Green - best quality	Roll	10		
73	Door Stopper CP , SS - Lever type, Double door stopper	No	50		
74	Hinges 3" , SS- Heavy duty	No	50		
75	Hinges 4" , SS- Heavy duty	No	50		
76	Tower bolts -100mm, SS- Heavy duty	No	30		
77	GI Chicken Wiremesh, SS- Heavy duty	Roll	2		
78	Toilet Paper Holder, Make: Royale/Essco/Cera/Kohler/ Hindware	No	20		
79	Chain wrench 36" , Make: Taparia	No	1		
80	Pipe wrench 36" , Make: Taparia	No	1		
81	Pipe wrench 18" , Make: Taparia	No	2		
82	Pipe wrench 24" , Make: Taparia	No	2		
83	Pipe wrench 12" , Make: Taparia	No	4		
84	Adjustable wrench 10" , Make: Taparia	No	2		
85	Ring Wrench 6mm to 32mm, Make: Taparia	Set	2		
86	Monkey Plier (Model No. 1225/1225N - 250mm), Make: Taparia	No	6		
87	Tiles Cutter Machine Make: Bosch/Hitachi	No	1		
88	Planer Machine, Big 16" Make: Bosch/Hitachi	No	2		

**PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY (Annex-II)**

(To be executed on appropriate stamp paper of the value prescribed according to the laws of the state in which it is executed)

WHEREAS Punatsangchhu-I Hydroelectric Project Authority (hereinafter called the Authority which expression shall include, its successors, assigns, and nominees) and M/s..... (hereinafter called the Contractor have entered into Contract for supply order No..... dated.....)

AND WHEREAS one of the terms and conditions of the resultant contract (hereinafter called the Contract which expression shall include all amendments thereto or in) is that Contractor shall furnish a Performance Guarantee to the extent of .....(Five percent of the value of Contract as specified in the said Contract).

NOW THEREFORE, in consideration of premises aforesaid and at the request of the Contractor we.....Bank and having its registered office/head office at.....hereinafter called the bank so as to bind ourselves and our successors and assigns DO HEREBY irrevocably undertake and guarantee performance of the said Contract (which expression shall include all amendments thereto) by the Contractor and do hereby irrevocably under-take to pay upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... as aforesaid without your needing to prove or show grounds or reason for your demand for the sum specified.

We hereby waive the necessary of your demanding the said debt from the contractor before presenting us with the demand.  
We further agree that the guarantee/undertaking herein contained shall remain in full force and effect up to.....

We further agree that the Authority shall have the fullest liberty without affecting in any manner our obligations hereunder without reference to us to vary any of their terms and conditions of the said contract and/or to extend time of performance by the Contractor from time to time or to postpone for any time on from time to time any of the obligations of the Contractor or powers exercisable by the Authority against the Contractor and/or forbear to force any of the terms and conditions relating to the said Contract, and that we shall not be released from our liability under this guarantee/undertaking by reasons of any such variations or extensions being granted to the said contractor for any forbearance and/or omission on the part of Authority of any indulgence by the Authority to the Contractor.

We further agree that as between us and the Authority for purpose of this guarantee/undertaking, any notice of breach of Contract/performance by the Contractor given to us by Authority and any amount claimed in such notice by the Authority on account thereof, shall be final and binding as to the factum of breach and the amount payable by us to the Authority **hereunder relating thereto.**

*Contd.2/-*



We further agree that this guarantee shall not be affected by any change in our constitution or that of the Authority.

Place: -

Date: -

Signed.....  
**(Authorized Signatory)**

Full Name: .....

Code No: .....

For Bank: .....

Stamp/Seal.....

