



DIRECTORATE GENERAL OF HYDROCARBONS  
(Ministry of Petroleum & Natural Gas)  
OIDB Bhawan, Plot No.2, Sector 73, Noida – 201 301.

**INVITATION FOR BID (IFB) - NATIONAL COMPETITIVE BIDDING  
(NCB) – LIMITED TENDER UNDER SINGLE BID SYSTEM**

Directorate General of Hydrocarbons, Noida invites Sealed Competitive Bids for Procurement of Electrical Consumables for DGH office, OIDB under single bid system (Techno-commercial bid) from the following known firms , subject to their satisfying the pre-qualification criteria i.e. PQC):

- I. M/s National Cooperative Consumers' Federation of India Ltd., Noida
- II. M/s Kendriya Bhandar, Ghaziabad
- III. M/s Bhatia Electrical & Steel Industries, Noida
- IV. M/s Prince Electrical Ind (i), Noida
- V. M/s Prashant Electric Co., Hoshiarpur, Noida
- VI. M/s Agarwal Electric Home, Sector-9, Noida
- VII. M/s Noida Electricals, Hoshiarpur , Noida

The detailed tender documents for the above are available on DGH's website [www.dghindia.org](http://www.dghindia.org). and Government of India's Public Procurement Portal <http://eprocure.gov.in/cppp/> for immediate and general information only. Any other interested vendor satisfying the PQC can request (preferably by fax or in person) the HoD (MM), DGH, OIDB Bhawan, Tower A, Plot No.2, Sector 73, Noida- 201 301, (Ph No: 0120-2472000, Fax No: 0120-2472160) by 08.12.2014 at the latest to get the bid documents issued. Bids shall be submitted by 1400 hrs on 18.12.2014. Unsolicited bids will not be considered.

Tender No	Description of Item
DGH/MM/IT/Electrical/230/ 2014-15/ENQ-151	<b>Procurement of Electrical Consumables</b>

Pre-Qualification Criteria

The vendors need to have executed at least three orders of minimum Rs.60,000 each in last three years. Documentary evidence for the same has to be provided.

**DIRECTORATE GENERAL OF HYDROCARBONS**

**MINISTRY OF PETROLEUM & NATURAL GAS**

**GOVERNMENT OF INDIA**

**NOIDA**

TENDER NO. : DGH/MM/IT/Electrical/230/2014-15/ENQ-151

TENDER DOCUMENT

FOR

**Procurement of Electrical Consumables for DGH Office OIDB,**

**NOIDA**

**Directorate General of Hydrocarbons  
Ministry of Petroleum & Natural Gas  
Govt. of India, New Delhi, INDIA**

Phone No : (+91)-120-2472000  
Tele Fax : (+91)-120-2472049

Office of : Director General (DGH)  
OIDB Bhawan, Tower A, Plot  
No.2, Sector – 73, NOIDA-201301,  
INDIA

**FORWARDING LETTER FOR INVITATION TO BID**

To,

**Subject: Procurement of Electrical Consumables for DGH Office OIDB, NOIDA**

Sir/s,

The Directorate General of Hydrocarbons (DGH) on behalf of the Ministry of Petroleum & Natural Gas hereby invites sealed tenders for providing aforesaid scope of supply / services.

The salient features of the tender are:

<b>Bid Document No</b>	:	DGH/MM/IT/Electrical/230/2014-15/ENQ-151
Description of Service	:	Procurement of Electrical Consumables
Type of Bid	:	Single Bid System (Techno-Commercial Bid)
Cost of Bid Document (Non- refundable)	:	Rs. 500
Sale of Bid Document	:	Uptil 08/12/2014 by 1800 hrs (IST)
Bid Closing Date & Time	:	18/12/ 2014 at 14-00 hrs.(IST)
Bid Opening Date	:	18/12/2014 at 15-00 hrs.(IST)
Bid Security	:	Rs. 15,000/- Bid Bond in the form of a Bank Guarantee to be valid up to 135 days from the closing date of bid.
Performance Security	:	7.5 % of the estimated contract value.
Duration of Contract	:	02 years from the Date of Commencement
Delivery	:	Within 7 days of release order
Payment	:	Within 30 days of receipt of completed supply bill/ invoice.
Liquidated Damages	:	1/2% of contract cost for per week or for Default in Timely Completion part thereof subject to maximum of 7.5 %.

**INSTRUCTIONS TO THE BIDDERS**

ANNEX-1

**The bid should be prepared and submitted under the single bid system ( Technical and commercial bids together which shall be opened simultaneously by the DGH authorized representatives on the bid opening date)**

**The Bid should comprise the following components:**

- a) Requisite Tender Fee in the form of DD drawn in favour of Directorate General of Hydrocarbons, payable at Delhi.
- b) All documentary evidences establishing the eligibility of the bidder to bid and its qualification to perform the contract, if its bid is accepted.
- c) All exceptions the bidder wishes to take to any of the conditions specified in the general and special conditions contained in any of the bid documents other than those contained in the Bid Evaluation Criteria (BEC). Any requests for deviation from BEC will not be entertained by DGH.
- d) Bid Bond to be furnished
- e) Performance Bank Guarantee
- f) Any other information / documents mentioned in the terms of reference, PQC and Bid Evaluation Criteria (BEC).
- g) The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- h) All **Appendices/Annexures** duly filled in and signed
- i) Price Schedule (**indicating Prices**)

***The technical and price bid shall be opened simultaneously.***

Unit prices must be quoted by the bidder, both in words and in figures. Price quoted must remain firm during its performance of the Contract and is not subject to variation on any account. All duties and taxes payable by the bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation of bid shall be made accordingly.

Bid shall remain **valid for 90 days** after the date of bid opening prescribed by the DGH.

**1. PAYMENT TERMS:** Payment will be made within thirty days of receipt of completed supply bill/invoice.

**2. BID SECURITY:**

All the bids must be accompanied by Bid Security valid for **45 days** beyond the validity of the bids for the amount as mentioned in the Forwarding Letter and shall be in any one of the following forms:

(a) A Bank Guarantee issued from any Nationalized / scheduled Bank in India, in the prescribed format vide **Appendix 2** only will be accepted. The Bank Guarantee shall be valid for **45 days** beyond the validity of the bids asked for in the Bid Documents. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.

(b) A Banker's cheque or Account Payee Demand Draft drawn in favour of 'Directorate General of Hydrocarbons' valid for **90 days** from the date of issue and payable at Delhi.

2.3 Any bid not secured in accordance with above shall be rejected by the DGH as non-responsive.

2.4 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by DGH, at the bidder's cost.

2.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.

2.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the performance security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with **Clause 3** below is furnished.

2.7 Bid Security shall not accrue any interest during its period of validity or extended validity.

2.8 The Bid Security may be forfeited:

**(a)** If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or

**(b)** If a successful Bidder fails:

**i)** To sign the contract within reasonable time & within the period of bid validity, and/or

**ii)** To furnish Performance Security.

### **3. PERFORMANCE SECURITY:**

**7.5 %** of the estimated contract value.

- a. Within **21** days of receipt of notification of award of Job from DGH, the successful Bidder shall furnish to DGH the Performance Security for an amount specified above (and Letter of Award(LOA) issued by DGH to Contractor awarding the contract) as per **Appendix 7** in the form of Bank Guarantee(BG) from any Nationalised / Scheduled Bank in India. Bank Guarantees issued by Banks should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.
- b. The performance security specified above must be valid for three months to lodge claim, if any, after the date of expiry of the tenure of the contract to cover the warranty obligations indicated in clause **6.0** of **General Conditions of Contract** hereof.
- c. The same will be discharged by DGH not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.
- d. The performance security shall be payable to DGH as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- e. The Performance Security will not accrue any interest during its period of validity or extended validity.

Tender should be delivered at the following address so as to reach not later than 1400 hrs of the closing date of the tender:

**HOD (MM)**  
**Directorate General of Hydrocarbons**  
**OIDB Bhawan,**  
**Tower A, Plot No.2, Sector-73,**  
**NOIDA-201301.**

DGH now looks forward to your active participation in the Bid.

Thanking you,  
 Yours faithfully,

Pranjal Pandey  
 Officer (MM)  
 For : Directorate General of Hydrocarbons

**Appendix 1****BID SUBMISSION PRO FORMA**

Tender No.....

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Bidder's Telegraphic Address :

Telephone No :

FAX NO :

Directorate General of Hydrocarbons .

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.

Dear Sirs,

1. I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open for the period as per the Forwarding letter or till \_\_\_\_\_.
2. I/We have understood and complied with the "Instructions to Bidders", "Bid Evaluation Criteria" at **Annexure I & II** and accepted the "General Terms and Conditions" at **Annexure-IV** for providing services and have thoroughly examined and complied with the Scope of Work/Terms of reference, Specifications etc. at **Annexure-III**, hereto and am/are fully aware of the nature of the service required and my/our offer is to provide services strictly in accordance with the requirements.

Yours faithfully,

Signature of the Bidder

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Name\_\_\_\_\_

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Seal of the Company

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Dated

Signature of witness

AddressNote : This form should be returned along with offer duly signed.

**Appendix 2****Proforma of Bank Guarantee towards Bid Security  
BID BOND**

Ref. No.....

Bank

Guarantee No.....

Dated .....

To,

Directorate General of Hydrocarbons

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301,India.

Dear Sirs,

1. Whereas Directorate General of Hydrocarbons, having its office at OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India. (hereinafter called 'DGH' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and assignees) has floated a Tender No.

\_\_\_\_\_ and M/s \_\_\_\_\_ having Head/Registered office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression unless repugnant to the context or meaning thereof shall mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No..... and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures)\_\_\_\_\_ (Indian Rupees (in words)\_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by DGH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank)\_\_\_\_\_ registered under the laws of\_\_\_\_\_ having its head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression, unless repugnant to the context or meaning thereof, shall mean and include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on the first demand by DGH, the amount of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without DGH having to substantiate the demand. Any such demand made by DGH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with



observance of appropriate laws of the country of issue.

4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

5. This guarantee shall be irrevocable and shall remain in force up to \_\_\_\_\_ which **includes Forty Five days** after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... at .....

WITNESS NO. 1

-----  
(Signature)  
Full name and official  
designation and  
address (in legible letters)  
legible  
letters) with Bank stamp.

-----  
(Signature)  
Full name,  
official address (in  
Attorney as per Power of  
Attorney No.....  
Dated .....

WITNESS NO. 2

-----  
(Signature)  
Full name and official  
address (in legible letters)

Notes:

1. The expiry date as mentioned in clause **5 & 6** should be arrived at by adding **45 days** to the date of expiry of the bid validity unless otherwise specified in the bidding document.

**Appendix - 3****AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

NO.

Date.....

To,

The

Directorate General of Hydrocarbons.

OIDB Bhawan, Tower A, Plot No. 2, Sector – 73, Noida -201 301, India.Subject:**Tender No.**----- **due on**-----

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at ....., on my/our behalf.

Yours faithfully

Signature of Bidder

Copy to: Mr. ....for information and for production before the HoD (MM) at the time of opening of bids.

**Undertakings / Declaration****1.** Service Tax Registration (*strike off whichever is not applicable*)

We have submitted a copy of valid registration certificate under service tax rules  
OR

We undertake to submit copy of requisite service tax registration certificate along with the first invoice under the contract.

**2.** We declare that neither we, the bidders, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity with this tender, are currently serving any banning orders issued by DGH debarring them from carrying on business dealings with DGH.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

**Appendix – 5****PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS**

DGH expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma, in case pre-bid is not held. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS
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Note: If left blank, it will be construed that bidder has **not taken** any exceptions/ deviations to the terms and conditions of the bid document.

Signature of the Bidder

.....

Name.....

Seal of the Company

.....

Note: - Bids maintaining or taking exceptions/deviations beyond the bid closing date shall be rejected straightaway.

**ANNEXURE-II****BID EVALUATION CRITERIA****A. VITAL CRITERIA FOR ACCEPTANCE OF BIDS**

Bidders are advised not to take any exception/deviations to the bid document. Exceptions/ deviations, if any, along with suggested changes are to be communicated to DGH within the 2 days of closing date of sale of Bid Documents. DGH after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any, through DGH's website. Still, if exceptions /deviations are maintained in the bid, such conditional/ non-conforming bids shall not be considered and shall be rejected.

**B. REJECTION CRITERIA****B.1 Technical rejection criteria**

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

1.0 Bid should be complete covering all the scope of work/ supply and should conform to the technical specifications indicated in the bid documents, duly supported with technical catalogues/ literatures wherever required. Incomplete and non-conforming bids will be rejected outrightly.

2.0 Eligibility and experience of the bidder:-

**The vendor should have executed at least three orders of minimum Rs.60,000 each in the last three years. Documentary evidence has to be provided for the same.**

*Bids without documentary evidence as above towards eligibility criteria will be liable for rejection.*

**B.2 Commercial rejection criteria**

**The following vital commercial conditions should be strictly complied with, failing which the bid will be rejected:**

1.0 Proof of the sale/issue of bid document along with techno-commercial bid.

1.1 The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with the offer.

1.2 Bidders downloading the bid document from the website should ensure to submit "Cost of Bid Documents" along with the Bid in the form of

Demand Draft. Bids using such downloaded bid documents without proper “Cost of Bid Documents” will be summarily rejected

## 2.0 Acceptance of terms & conditions:

**The bidder must confirm unconditional acceptance of Scope of Work (ANNEX-3), General Conditions of Contract (Annexure IV) amongst others by duly signing every page of the tender document**

### **C. Price Evaluation Criteria**

**1 Evaluation of bids:** - The contract will be awarded to the successful bidder whose bid has been determined in full conformity to the bid documents and has been determined as the lowest evaluated bid.

**1.1** Bidders should quote the Charges/rates, giving complete break up of all the quoted services which are taxable under Service Tax rules 1994 (as amended from time to time) and clearly indicating the applicable rate of service tax (along with rates of all related levies viz. Surcharges, Cess, etc.,) nature / category of service as per service tax rules (under which the respective service is covered) and the amount of service tax included in his bid. Details of abatements / deductions available, if any, should also be indicated specifically.

In case the applicability of Services Tax is not quoted explicitly in the offer, the offer will be considered as inclusive of all liabilities of Service Tax.

In the contracts involving multiple services or involving supply of certain goods / materials along with the services, the Bidder should give separate break-up for cost of goods and cost of various services, and accordingly quote Service Tax as applicable for the taxable services. In case the Bidder does not give break-up of the quoted prices, separately indicating the components of taxable services and material to be supplied (if any), the Service Tax will be loaded on entire quoted / contract value for evaluation.

**1.2** In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.

**Annexure-III****SCOPE OF SUPPLY**

<b>Sr.No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Approved brands</b>
<b>1</b>	Tube Light, 14 Watt Fluorescent	380 No.s	Bajaj/Wipro/Phillips
<b>2</b>	TubeLight , 28 Watt Fluorescent	640 No.s	Bajaj/Wipro/Phillips
<b>3</b>	18 Watt Energy Saver CFL, 2 pin DU	15 No.s	Bajaj/Wipro/Phillips
<b>4</b>	Choke 4X14 Watt 11 Pin	120 No.s	Bajaj/Wipro/Phillips
<b>5</b>	Choke 2X28 Watt 7 Pin	120 No.s	Bajaj/Wipro/Phillips

**General Conditions of Contract**

**1. Effective Date of Contract :** The contract shall become effective as of the date DGH notifies Contractor in writing (through Letter of Award) that it has been awarded the contract.

**2. Mobilization Time:** The mobilization of consumables should be completed by the Contractor within **7 days** of release of order letter.

**3. Duration of Contract :** The duration of contract will be two years from the award of job to the successful bidder.

**4. General Obligations of Contractor :** Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

4.1 Perform the work described in the Scope of Work in most economic and cost effective manner.

4.2 Except as otherwise provided in the Scope of Work and the special Conditions of the contract , provide all labour as required to perform the work.

4.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

4.4 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as DGH may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

**5. General Obligations of DGH:** DGH shall, in accordance with and subject to the terms and conditions of this contract:

5.1 Pay Contractor in accordance with terms and conditions of the contract.

5.2 Allow Contractor and his personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

5.3 Perform all other obligations required of DGH by the terms of the contract.



**6. Warranty and remedy of defects.**

6.1 Contractor warrants that they shall perform the work/services in a first class and professional manner and in accordance with the highest degree of quality and efficiency and in conformity with all the specifications, standards referred to in the terms of reference and with instructions and guidance which the DGH may from time to time furnish to the contractor.

6.2 Should DGH discover at any time during the tenure of the Contract or within 3(three) months after completion of the operations that the Work does not conform to the foregoing warranty, Contractor shall after receipt of notice from DGH, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the DGH, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**7. Taxes:**

All duties and taxes including Service Tax, Corporate Income Taxes and other levies payable by the successful bidder under the Contract are included in the rates, prices and total Bid Price.

**PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_

Dated \_\_\_\_\_

To,

Directorate General of Hydrocarbons ,  
 OIDB Bhawan, Plot No.2, Sector 73, Noida -201 301.

Dear Sirs,

1. In consideration of Directorate General of Hydrocarbons, having its Office at OIDB Bhawan, Plot No.2, Sector 73, Noida -201 301, India (hereinafter referred to as 'DGH', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and DGH having agreed that the CONTRACTOR shall furnish to DGH a performance guarantee for Rupees..... for the faithful performance of the entire CONTRACT.
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Rs. (in figures) \_\_\_\_\_ (Rupees. (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by DGH on the Bank by serving a written notice shall be conclusive and binding,

without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by DGH in writing. This 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.

3. The Bank also agrees that DGH at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that DGH may have in relation to the CONTRACTOR's liabilities.
4. The Bank further agrees that DGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of DGH or any indulgence by DGH to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of DGH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till DGH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of DGH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and

construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_. (indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of DGH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this ..... day of .....20\_\_ at .....

WITNESS NO. 1

-----  
(Signature)  
Full name and official  
address (in legible letters)

-----  
(Signature)  
Full name, designation and  
address (in legible letters)  
with Bank stamp

Attorney as per power of  
Attorney No.....  
Dated .....

WITNESS NO. 2

-----  
(Signature)  
Full name and official  
address (in legible letters)

**Annexure - V****PRICE SCHEDULE**

Sr.No.	Items	Quantity	Approved brands	Unit Price	Total Price
1	Tube Light, 14 Watt Fluorescent	380 No.s	Bajaj/Wipro/Phillips		
2	TubeLight , 28 Watt Fluorescent	640 No.s	Bajaj/Wipro/Phillips		
3	18 Watt Energy Saver CFL, 2 pin DU	15 No.s	Bajaj/Wipro/Phillips		
4	Choke 4X14 Watt 11 Pin	120 No.s	Bajaj/Wipro/Phillips		
5	Choke 2X28 Watt 7 Pin	120 No.s	Bajaj/Wipro/Phillips		
	<b><u>TOTAL PRICE QUOTED</u></b>				

\*price quoted should be inclusive of all delivery charges and applicable taxes.

\_ **Signature of Authorized Signatory**\_\_\_\_\_

**Name and designation of Authorized Signatory** \_\_\_\_\_

**Seal of the bidding company**\_\_\_\_\_