

Invitation for Bids/Tender

Date: 15.09.2017

IFB No: TPC/Operations-Procurement-2017/01

1. The TransPeshawar (The Urban Mobility Company), a Company set up under Section 42 of the Companies Ordinance 1984, has received an allocation from the Public Fund in Pak rupees towards the cost of Procurement of Office Furniture. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Procurement of Furniture.
2. The TransPeshawar (The Urban Mobility Company) now invites sealed bids from eligible bidders for the **Procurement of Office Furniture**. Details of Scope of work required are available in Terms of Reference (ToR).
3. A complete set of bidding documents may be downloaded by interested bidders from website of TransPeshawar (<http://transpeshawar.pk/>).
4. The provisions in the Instructions to Bidders and in the General Conditions of Contract are in strict compliance with the provisions of the Khyber Pakhtunkhwa Public Procurement Act and its Rules made there under.
5. Bids must be delivered to the office of TransPeshawar on **or before 10:15 AM on 04.10.2017** and must be accompanied by a Bid security of Rs. 30,000/-.
6. Bids will be opened in the presence of bidders' representatives who choose to attend at **10:45 AM on 04.10.2017** at the office of TransPeshawar.
7. The bidders are requested to give their best and final prices as no negotiations are expected.
8. Interested eligible bidders may obtain further information from the office of TransPeshawar. The address of the Office of TransPeshawar is as follows:-

**“Chief Executive Officer,
TransPeshawar (The Urban Mobility Company)
30-A Jamal-u-Din Afghani Road,
University Town, Peshawar”
E-mail: transpeshawar@yahoo.com**

1. INSTRUCTION TO BIDDERS

- A. The tender will be governed in accordance with KP Procurement Act.
- B. The bidder/ proponent must submit the proposals in sealed envelopes and as per specified procurement method i.e. Single Stage – Single Envelop Process.
- C. Preparation and Submission of Tender
- Bidder shall submit two copies of the proposal marked as “ORIGINAL” AND “DUPLICATE”.
 - Both “ORIGINAL” and “DUPLICATE” proposal shall be sealed in separate envelopes and both envelopes shall again be placed in another sealed envelope.
 - Each envelope must have Project name, name and address of client and bidders.
 - Each Envelope shall contain financial proposals.
 - Each “ORIGINAL” and “DUPLICATE” envelope must have all documents mentioned in Qualification Criteria.
 - Bidders shall submit proposals on or before **10:15 AM on 04.10.2017** at the Office of TransPeshawar i.e. **Chief Executive Officer, TransPeshawar (The Urban Mobility Company), 30-A Jamal-u-Din Afghani Road, University Town, Peshawar.**
 - Bids will be opened in the presence of bidders’ representatives who choose to attend at **10:45 AM on 04.10.2017** at the office of TransPeshawar. No proposal in any case shall be accepted after the deadline.
- D. Clarification of Tender
- For clarification on any item of this tender, the applicants may send a written request via email up or courier till 07 (seven) days before the proposals submission date to the Office of TransPeshawar.
- E. The proposal shall be typed and any hand written proposal shall be rejected and shall be in English.
- F. The proposals must contain a transmittal letter on the bidder’s letterhead, duly stamped by authorized representative (as per prescribed specimen).
- G. Each page of the Proposal shall be signed by an authorized representative of the bidder.

- H. All prices mentioned in the Financial Proposal shall be in Pak Rupees (PKR).
- I. The envelopes should have project name and contact details of the addresses and the addressors.
- J. Bid shall remain valid for 45 days and can be extended with mutual consent of the parties.
- J. Bidders may associate with other organizations to enhance their capacity.
- K. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project/government, will be blacklisted and debarred.
- L. The proposals should be in accordance with enclosed scope of work, specifications and technical design.
- M. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these instructions.
- N. TransPeshawar (The Urban Mobility Company) may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. TransPeshawar shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- O. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- P. Contract will be signed with the successful bidders and its terms and conditions will govern the executive of the contract.
- Q. Arbitration as per law will be in case of disagreement arising out of contract execution, which cannot be settled, between the two parties (procuring entity and supplier/vendor/bidder).
- R. Letter of Award is expected in first week of October, 2017.
- S. Duration of the Contract is 20 days.
- T. Prospective bidders shall visit website of TransPeshawar (<http://transpeshawar.pk/>) for any addendum/update regarding the tender.

2. QUALIFICATION /ELIGIBILITY CRITERIA

Following are the qualification criteria.

- a. The proposal shall contain the copy of legislation with one of the mandated authorities of Government of Pakistan i.e. Security Exchange Commission of Pakistan.
- b. A bid security in the form of a Pay Order/ Demand Draft in the name of “CEO, TransPeshawar (The Urban Mobility Company)” amounting to Rs.30,000. Payment of bid security in the form of Cash or Cheque shall not be entertained and such bids shall be returned unopened. Bid Security of unsuccessful bidders will be released within 10 days of the issuance of purchase order to the successful bidder.
- c. National Tax Number (NTN);
- d. Sales tax certificate
- e. The bidder has to bid for all Services on turnkey basis as mentioned in the TOR. Please note that partial bids shall not be entertained.
- f. Bidders having minimum 7 years of working experience from the date of incorporation of the company / registration of the firm shall be eligible to participate. Manufacturer must have minimum 10 years manufacturing experience of relevant hardware.
- g. Certifying that agree to provide office Furniture in accordance with Terms and Conditions of the Tender/TOR. A copy of terms and conditions duly signed & stamped each page by the tenderer, as a token of acceptance of the same should be attached along with the proposal.
- h. Shall provide on a stamp paper an Affidavit stating that the proponent has never been blacklisted by any government/semi-government organizations (procuring entity) under the administrative control of the federal / provincial governments.

3. Evaluation of Bidder

Lowest Evaluated bid will be considered as successful bidder for the assignment subject to Qualification/Eligibility criteria. Proposal of bidders failed to meet Qualification/Eligibility criteria shall stands rejected.

4. GENERAL AND SPECIAL CONDITIONS OF CONTRACT

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. PLACE AND TIME OF DELIVERY

The office Furniture shall be delivered in office of TransPeshawar within 20 days of signing of the Contract.

C. VARIATIONS / REPEAT ORDERS

The Procuring entity may during the execution of the Contract, by notice in writing may direct the supplier to alter, amend, omit, add to or otherwise vary any part of the Schedule, in agreement with the Service Provider, and the Service Provider shall carry out such variations and be bound by the same conditions. Provided that repeat orders are within a period of six months, and that it does not exceed fifteen percent of the original contract value as per KPP Rules 2014.

D. INSPECTION OF GOODS ON DELIVERY

The goods shall be inspected by the inspecting team of the Procuring entity for quality/quantity etc at the agreed location/warehouse of the Procuring entity before the goods are provided/supplied at their final destination i.e. **TransPeshawar Office in Peshawar**.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

E. PACKAGING

Material/works/service should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

F. PERFORMANCE BANK GUARANTEE

Successful bidders shall furnish a Performance Bank Guarantee of 10% of value of Purchase Order/Tender price/Contract on the proforma prescribed provided that the guarantee is issued by any of the approved Banks within 10 days of issuance of the letter of acceptance. The performance guarantee shall remain valid throughout the execution of purchase order/contract and shall be returned within 10 days after the expiry of warranty period and satisfactory performance.

If such Guarantee is issued by a foreign bank, it should be countersigned by a Pakistani bank on the approved list of banks.

The Performance Bank Guarantee may be forfeited if the service provider fails to deliver or supply goods in accordance with the terms and conditions of the Purchase Order or commits any breach of the Contract / Purchase Order.

G. PAYMENT CLAUSE

Payment shall be made on production of the following documents: -

- I. The Supplier/Vendor submits manually signed invoice in triplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Material Receiving Report No.____, and Acceptance Note No.____, with date, price/rate of each item.
- II. Material/Deliverables Receiving Report (in original) signed by the Authorized Representative of Procuring entity in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
- III. Valid Income Tax Exemption Certificate otherwise Income Tax at current applicable rates shall be deducted from the invoice.
- IV. National Tax Number.
- V. Sales Tax Registration Number.
- VI. Bank Account Number and Branch.
- VII. Recovery of all applicable taxes at source should be made as per rules
- VIII. Certificate from procuring entity stating Goods as per standard / professional requirement.

H. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

The supplier shall perform services in accordance with recognized standards, applicable laws and regulations.

The suppliers shall appoint a focal person who shall coordinate with procuring entity at all times during the execution of the project.

The supplier shall carry out the services with due diligence and efficiency and in conformity with sound practices.

The supplier shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and other practices. The supplier shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request. Except with the prior written approval of the Client, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers. The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take any of the following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement:-

Recover from the supplier as stipulated in the relevant purchase order/contract agreement, equivalent to 0.067% per day (2% per month) of the total value of contract in case of failure to deliver as per agreed timelines, provided that the total penalty shall not be imposed beyond maximum of 10% of the total contract value.

Purchase from any other source, at the risk and cost of the supplier, the goods not delivered or other goods of equivalent specifications, without canceling the Purchase Order/contract agreement;

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, Procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

I. DISPUTES AND CONTROVERSIES/ DISPUTE RESOLUTION

Procuring Entity shall constitute a Committee consisting of odd number of persons with proper powers and authorizations to redress complaints of bidders that may arise prior to issuance of Purchase Order/contract agreement, in accordance with the KPP Rules 2014.

If a bidder is not satisfied with the decision of the Committee he may take recourse to the KPK PPRA.

The mere fact of lodging a complaint shall not warrant suspension of procurement process.

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled by PPRA whose decision will final and binding on both the parties

J. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

K. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider subletting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

L. BRIBES COMMISSION ETC.

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant, or any one on his or their behalf to any officer servant, representative or agent of the procuring entity or any person on its behalf in relation to the obtaining or to the execution of this or any other contract with the procuring entity, shall in addition to any criminal liability which he may incur, subject

the contractor to cancellation of this and all other Contracts and also to payments of any loss or damage resulting from such cancellation to the like extent as is provided in cases cancellation under clause 8 hereof; and the procuring entity shall be entitled to deduct the amounts so payable from any moneys, otherwise due to the supplier under this or any other Contract. Any question or dispute as to the commission of any offence under this clause shall be settled by the procuring entity in such manner as it shall think fit and sufficient, and its decision shall be final and conclusive.

M. TERMINATION OF SERVICES

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Client

The Client may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty(30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

N. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockout or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force

Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

O. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the KPPRA Act 2012 and KPP Rules 2014.

P. CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

Q. NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client:

**Chief Executive Officer, TransPeshawar (The Urban Mobility Company),
30-A Jamal-u-Din Afghani Road, University Town, Peshawar.**

To: The Supplier -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

5. Terms of References/Technical Specifications

Office furniture required from successful bidders are listed below along with Technical Specifications.

5.1 IT Office Furniture Specifications

| Sr.No | Item | Quantity |
|-------|--|---------------------|
| 1 | Executive Office Table (Premium Quality) with side Rack & Chest of Drawers | 4 |
| 2 | Executive Revolving Chair | 4 |
| 3 | Wooden Visitor Chairs | 12 |
| 4 | Rectangle quality wooden table having capacity of 8 chairs around it | 1 Table 8 Chairs |

a) **Executive Office Tables with Side Racks & Chest of Drawers:**

Supply and fabrication of 6x3x2.5 feet made of first class wood/Imported MDF with 06 mm thick Glass Top. 2x4x2.5 feet side rack of First Class Wood/Imported MDF. Chest of Drawers shall be lockable.

b) **Executive Revolving Chairs:**

Supply of (Imported) revolving computer / manager hydraulic chair with seat and back adjustments, base and arm with 1 years warrantee

c) **Wooden Visitor Chair**

Supply of visitor chair made of wood with imported fabric cushions as per approved designs.

d) **Meeting Table with Chairs:**

Supply and fabrication of meeting/conference one table and 8 chairs made up of first class wood/Imported MDF and lamination polished and complete in all respect with 06 mm glass top with levelled and polished edges. And provision of power supply for laptop, LCD, HDM, and VHF Cable connections.

The vendor/supplier is required to approve sample of furniture before delivery to the office.

FINANCIAL PROPOSAL

1. **Bid Form and Price Schedules**

Date: _____
IFB No: _____

To:
**Chief Executive Officer,
TransPeshawar (The Urban Mobility Company),
30-A Jamal-u-Din Afghani Road,
University Town, Peshawar.**

Gentlemen:

Having examined the bidding documents including Addenda Nos. *[if any]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver procurement of Office Furniture in conformity with the said bidding documents for the sum of *[total bid amount in words and figures in Pak rupees]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. The price is inclusive of all applicable taxes.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of 45 days from the date fixed for Bid opening under relevant Clause of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of 2017.

signature]

[in the capacity of]

Total Financial Price for the Procurement of Office Furniture

| Sr. No | Items | Specifications | Quantity | Unit Price in PKR | Total in PKR |
|---------------------------|--------------|--|---------------------|--------------------------|---------------------|
| 1 | | Executive Office Table (Premium Quality) with side Rack & Chest of Drawers | 4 | | |
| 2 | | Executive Revolving Chair | 4 | | |
| 3 | | Wooden Visitor Chairs | 12 | | |
| 4 | | Rectangle quality wooden table having capacity of 8 chairs around it | 1 Table 8 Chairs | | |
| Total Price in PKR | | | | | |

The financial prices must be inclusive of all applicable taxes.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT AGREEMENT

This Agreement is made as on _____

Between

_____ here in after called "The First Party "

AND

Chief Executive Officer, TransPeshawar (The Urban Mobility Company) here in after called "The Second Party."

For Supply of Office furniture as Mentioned in Purchase Order#_____

Both the parties have mutually reached an agreement on the following terms and conditions.

1. The First Party agrees to complete supply within 30 days of the receipt of supply orders / signing of contract. In case the First Party fails to fulfill its contractual duties within the stipulated time frame, the Second Party shall forfeit the security deposited by the First Party and the Work Order issued to the First Party will stand cancelled. In exceptional circumstances, to be determined solely by the Second Party, the First Party may apply for extension of the time limit before the stipulated deadline and the decision of the Second Party in this respect would be considered as final.
2. The First Party shall supply all the items, complete work OR provide services, according to the specifications / requirement of Second Party and as mentioned in Purchase Order / Tender Documents / BOQ.
3. The First Party shall deliver the goods / services to the location / site i.e. **Office of TransPeshawar**, desired by the Second Party, without charging any additional loading/unloading or transportation costs. Any transport or loading/unloading costs shall be included in the quotes produced by the First Party.
4. Once the First Party has furnished requirements in accordance with the quantity, quality and specification mentioned in the supply order / tender documents AND a subsequent 'satisfactory approval' from the concerned department of the Second Party is received, the Second Party shall pay the First Party according to the rates quoted by the First Party in the offer/quotation.
5. All forms of obligations and taxes shall be borne by the First Party for the purposes of the contract. Any rate quoted by the First Party shall include; profits and all Government taxes including sales tax. The sales tax which is payable by the Second Party must be included in the rates quoted by the First Party.

6. The Second Party shall deduct income tax, according to the rates stipulated in the relevant law, from the payments made to the First Party.
7. The Second party shall also deduct Sales Tax from the bill(s) presented by the First Party in accordance with the applicable law.
8. Upon complaint from the Second Party, the First Party shall within seven days, replace unsuitable/defective/sub-standard products at its own cost.
9. The First party shall be responsible for free Repair / Replacement of supplied item with in the agreed Guarantee / Warranty period.
10. Security retained by the Second Party shall be released only after the Second Party is satisfied with completion of the supply order/ work / services AND a satisfactory report from the concern department of the Second party is issued.
11. Any Conflict between both the parties shall be addressed to the Local Court of Law for settlement.

For and on Behalf of CEO TransPeshawar

For and on Behalf of Firm / Supplier

WITNESSES-1

WITNESS-1

STANDARD FORMS

CERTIFICATE

We, [**Name and Address of the Bidder**], do hereby declare on solemn affirmation that:

- I. We have not been black listed from any Government Department / Agency.
- II. We have not been involved in litigation with any client during the last 3 years.
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document and provide services in accordance with Term of References/Technical Specifications.
- IV. We understand that the Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the bidders.
- V. We understand that the Purchaser shall have the right, at his exclusive discretion, to increase / decrease the specification of work to be done, accept / reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the bidder of the grounds for the Purchaser's action, and without thereby incurring any liability to the bidder and the decision of the Purchaser shall be final

Dated _____ day of 2017.

TENDERER

Signature _____
CNIC # _____
Name _____
NTN # _____
Sales tax # _____
Designation _____
Address _____

Covering Letter

For

To

Chief Executive Officer,
TransPeshawar (The Urban Mobility Company),
30-A Jamal-u-din Afghani Road, Peshawar.

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, for the above Contract, we, the undersigned, offer to perform the work in conformity with the said bidding documents are submitted herewith.

We undertake, if our Bid is accepted, to complete the assigned work in accordance with the time mentioned in this tender documents and Scope of Work/Technical Specification/Term of References.

If our Bid is accepted, we will provide the performance security in the sum equivalent to 10% percent of the Contract Price i.e., Rs. _____ for the due performance of the Contract as per bid Security Form.

Dated this _____ day of _____ 2017

Bidder (Sign + Seal)

TENDERER

Name _____
CNIC # _____
NTN # _____
Sales tax # _____
Designation _____
Address _____

PERFORMANCE SECURITY FORM

(Applicable in case of Bank Guarantee)

To

Chief Executive Officer,
TransPeshawar (The Urban Mobility Company),
30-A Jamal-u-din Afghani Road, Peshawar.

WHEREAS _____(Name of Contractor), hereinafter called “the Contractor” has undertaken, in pursuance of the bid for the civil works including “_____”, dated _____ 2017, (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total Sum of Rs. _____ 10% of the total contract value (Amount of the guarantee), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums, within the limits of 10% of the total contract value (Amount of Guarantee) as aforesaid without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ of _____ 2017, or the warranty period.

Name of Guarantor

Signature _____

Name _____

Title _____

Address _____

Seal _____