



Projects & Development India Limited

(A Govt. of India Undertaking)

CIFT Building, P.O. Sindri, Dist. Dhanbad , Sindri - 828122 ,
Jharkhand

Phone - 91-326-2245283/2245069

Fax - 91-326-2245707/2245046

INVITATION TO BID

To: Open Vendor	ITB Number	PSMM-CD01-SKT-18/101007
	Type of Bid	Two Part (Unpriced Techno-commercial and Priced Bid)
	Type of Opening	Non-Public opening
	Date of Issue	07-06-2018
	Bid Closing Date	21-06-2018 Time : 3:00:00 PM
	Tech. Bid Opening Date	22-06-2018 Time : 3 :30:00 PM
	Price Bid Opening Date & Time	SUBSEQUENT TO TECHNICAL SUITABILITY
	Venue of Bid Opening	PDIL, SINDRI, DHANBAD-828122
	Earnest money Deposit	NIL
	Delivery/Completion Period	WITHIN 15 DAYS FROM THE DATE OF LOI/PO
Tenure/Periodicity of Contract	One year	

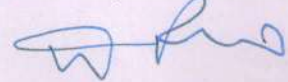
Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals & Fertilizers.

PDIL invites bids in hard copies (in duplicate) in sealed cover addressed to H.O.D (M.M), ITB reference no. and bid closing date & time duly super scribed on the cover for the under mentioned job, subject to the terms and conditions attached here in.

SL. No.	Material Description	Quantity
10	Repairing & Upgradation from Mechanical weighbridge to Electronic Weighbridge Capacity 25 MT along with One year "AMC"	01 no. (as per Annexure -IV)

Any bidder who meets the Pre-Qualification Criteria (PQC) as per Annexure - I attached and intends to quote against this ITB / Enquiry may download the bidding documents from PDIL website <http://pdilin.com> OR Central Public Procurement Portal <http://eprocure.gov.in/epublish/app> and submit the bid complete in all respect in accordance to 'Instructions to Bidders' (Annexure-II), also attached here in, on or before the due date.

For and on behalf of
Projects & Development India Ltd, Sindri



for HOD (M.M)

Enclosures:

- Annexure-I: Pre-qualification Criteria
- Annexure-II: Instructions to Bidder
- Annexure-III: General Terms & Conditions of Contract
- Annexure-IV: Description and Scope of job
- Annexure-V : Self Declaration by bidder
- Annexure-VI: Tentative scheme
- Annexure-VII: Vendor data form
- Annexure-VIII: Security deposit/ Performance Bank Guarantee

ANNEXURE - I

PRE QUALIFICATION CRITERIA

1. The bidder must be a company / corporation / registered firm and AUTHORIZED dealer/ distributor from weight and measure department.
2. Experience of executing similar work i.e. Supply, Erection and Commissioning of Weighbridges/ Weighing machines.
3. Goods & Services tax registration number, if applicable. Otherwise a declaration has to be submitted by the bidder that they are not coming under the purview of Service Tax registration.
4. The bidder must possess a valid PAN.
5. The bidder should not have been put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution.

(A Self declaration, as per Format attached to our ITB as Annexure-VI, shall be submitted to this effect).

All relevant documents (self attested photo copies) in support of the above PQC shall have to be submitted by the bidder along with their bid, failing which the bid shall not be considered for evaluation in the subsequent stages.

ANNEXIURE – II**INSTRUCTION TO BIDDERS**

1.0 A bidder who meets the Pre-Qualification Criteria as per ITB and intends to quote against this ITB may download the bidding document from PDIL **website** <http://pdilin.com> OR *Central* Public Procurement Portal <http://eprocure.gov.in/epublish/app> and submit the Bid complete in all respects as per terms & conditions of contract on or before the bid closing date and time.

2.0 Submission of Bids:

Bidders are required to submit their bids under three (03) envelopes as below:

Envelope (A)

- i. A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.
- ii. Format of Bank Details (RTGS) for on line payment, all the details duly filled in.
- iii. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.

Envelope (B):Un- Priced Technical and Commercial Bid along with the following documents (photocopies) shall be in this envelope:

- i. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any) and all Annexures duly filled in.
- ii. **Price Confirmation Copy** - A copy of Priced offer keeping price blank (hiding the price) and in place indicating "Quoted" or " ", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted
- iii. Copy of Check List enclosed duly filled by the bidder making all the points clear and not leaving any voids.
- iv. Photo copy of PAN card.
- v. A Copy of valid Service Tax registration certificate
- vi. Any other document as per the requirement specified in the ITB.

Envelope C: Price Bid

Price Schedule as per Annexure-V with quoted rates in Rs. and Taxes & Duties, as applicable, signed and stamped.

All the above envelopes should be super scribed with respective **Envelope no., ITB No. and closing date of the bid**. All three (03) envelopes should be sealed and placed in a fourth envelop which should also be super scribed with our **ITB No. and closing date of the bid** and addressed to the under mentioned :

HOD (***Materials Management Department***)
Projects & Development India Limited

Address: CIFT Building, PO- Sindri
Dhanbad, Jharkhand-828122

e-mail: mmpdil@gmail.com

3.0 Opening of Bids

Bid opening will be Non Public as per scheduled date and time mentioned in the ITB.

4.0 Evaluation of Bids

Bids shall be evaluated for Pre-Qualification Criteria (PQC) first and Techno-Commercial Bid Evaluation shall be carried out, only for those Bids which shall meet the Pre-Qualification Criteria (PQC).

Bids shall be scrutinized on Techno-Commercial parameters. Bids having unacceptable deviation may be rejected at this stage. However, clarifications shall be sought from bidder for any shortcoming found in their Bid at this stage.

5.0 Price Evaluation Criteria

Price Evaluation of Bids shall be done considering the quoted prices, by the bidder in the Price Schedule, along with taxes and duties, on overall lowest bidder considering the CENVAT benefit to PDIL.

In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

Incomplete Price Schedule may result into rejection of bid.

6.0 Validity of Bids

Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

- 7.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.
- 8.0 Bidders are required to carefully go through the entire scope of ENQUIRY, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.
- 9.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.
- 10.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.
- 11.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:
- a) to cancel the tender without reference to the bidders.
 - b) to postpone the due date and time.
- 12.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.
- 13.0 **SITE VISIT**: **If needed**, Bidder may visit the site before quoting their rates. For site visit and any clarifications please contact to:

HOD (M.M.)

Projects & Development India Limited

CIFT, Building, PO-Sindri, Dhanbad, Jharkhand-828122

Phone:03262245070 FAX: 03262245707

- 14.0 Bids submitted thro' FAX and e-mail will not be accepted. No request from any bidder to PDIL to collect the bid from airlines, cargo agents etc. shall be entertained by PDIL.
- 15.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.
- 16.0 Bids must be submitted on or before the closing date and time physically in the bid box at the office of **HOD (M.M), Materials Management Department, Projects & Development India Ltd.,CIFT Building, PO-Sindri, Dhanbad, Jharkhand-828122.** or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.
- 17.0 To know more about PDIL, please visit our website <http://www.pdilin.com>

ANNEXURE-III

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 Scope of Purchase Order (P.O)

The Scope of P.O shall be as per 'Technical Specification' and/or 'Price Schedule', attached to the ITB, unless & otherwise it is modified, at subsequent stage of bidding.

1.1 Scope of work

- 1.2 Repairing of 1 no. Weighbridge capacity 25 MT and conversion from Mechanical to Electronic Weighbridge as per scope of work.

The job also consists of complete overhauls along with replacement of mechanical arrangement with Electronic in our existing weighbridge.

1.3 Replacement of spare parts.

In case any part/ component required to be replaced for proper functioning of weighing machines, the same shall be reported to HOD (CP)/ Engineer In-charge, who will assess the essentiality and on his written advice only the identified parts shall be replaced at an extra cost. Please quote separately for the probable spares.

NOTE: THE OLD REPLACED PARTS WILL BE THE PROPERTY OF PDIL.

1.4 Verification and stamping:

It will be entirely the contractor's responsibility to get the above machine verified and stamped by the inspector of weight & measure, govt. of Jharkhand once in a year.

NOTE: DE-REGISTRATION OF THIS WEIGHBRIDGE, IF REQUIRED, WILL BE SOLE RESPONSIBILITY OF CONTRACTOR.

1.5 Stamping fee:

The stamping fee as per the act of weight & measure, govt. of Jharkhand will be borne by PDIL but is to be deposited by contractor.

1.6 Periodical quarterly visits:

You will provide four regular quarterly visits every year during the period of contract for all the machines as detailed above. However, service calls in between regular check visits shall also be attended free of cost within 24 hours of intimation.

1.7 PDIL may provide own un-skilled labourer etc. for lifting heavy parts and weights for checking the calibration of the machine. PDIL will allow you the free use of weight whenever necessary.

1.8 **Certification Period:** Within 07 Days from the date of Instruction.

2.0 Firm Price

Price to be quoted shall be firm and subject to no escalation whatsoever during the delivery/completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax and/or inclusion of any new tax. Bid with variable price will not be accepted.

3.0 Price Basis

FOR PDIL, duly delivered and installed, tested, commissioned, if any, in the location/ address mentioned elsewhere in the ITB, including risk in transit.

4.0 Taxes

4.1 All applicable taxes shall be paid at actual at the prevailing rate only. However, Rate of Goods & Services tax, any other tax as applicable should be indicated in the 'Price Schedule'.

4.2 Statutory variation in taxes including imposition of any new tax, within the scheduled Delivery/Completion period, as per P.O, shall be paid at actual on production of documentary evidence.

4.2.1 In case of delay in supply, if there is any increase in the rate of tax and/or there is imposition of any new tax by statutory authorities, PDIL shall restrict the payment of taxes, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O and amendment(s) there to.

4.2.2 If there is any decrease in applicable rate of taxes or there is any withdrawal of any tax by statutory authorities, during the delivery/ completion period including extended/amended period of P.O, shall accrue to PDIL's a/c.

4.3 The Supplier has to submit / furnish all necessary documents / information to enable PDIL claim CENVAT in respect of GST / Countervailing Duties, if any.

4.4 PDIL shall not issue any form other than Form-38 i.e. Road Permit, if required, on written request by the Supplier.

5.0 Effective date of Contract/ P.O: Shall be the date of issuance of LOI/ P.O.

6.0 Completion Period/ Time Schedule

6.1 Mobilization Period: 2 days from the date of intimation by PDIL.
Completion Period: 15 days from the date of handing over site.

6.2 For Annual Maintenance Contract (AMC)/ Annual Rate Contract (ARC)

The Contract shall be valid for a period of 1 Year from the Effective date of completion of work duly certified by Engineer In-charge. This period can be further extended on mutual agreement based on satisfactory performance of the contractor.

7.0 Payment Terms

100% Payment shall be released, within 30 days after completion of job/ work as per *milestone defined*, elsewhere in the ITB, on the invoice, duly certified by Engineer In Charge of PDIL.

7.1 Payment For AMC/ ARC:

100% quarterly payment shall be released within 30 days of submission of invoice duly certified by Engineer In charge of PDIL. The quarterly bills shall be submitted by the contractor with all necessary documents to the Operator of the Contract.

The above payments shall be released subject to submission of Security cum Performance Guarantee/ Security Deposit, **if applicable**, as mentioned herein below, failing which the same amount shall be deducted from the Contractor's Bill(s).

All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

7.2 Tax deduction at source

Income tax, as applicable as per income tax act, shall be deducted at source from the Contractor's bills and a certificate towards this deduction shall be issued to the Contractor.

8.0 Security Deposit

Security Deposit shall be applicable for P.O value more than Rs. 2.00 Lakhs.

8.1 Security cum Performance Guarantee/ Security Deposit for an amount equivalent to 10% of P.O value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD)/ Banker's Cheque. The same shall be valid to cover completion period.

Bank Guarantee (BG) for Security Deposit shall be entertained for value Rs 1.00 lac. PBG shall be valid to cover completion period plus three (03) months claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at Annexure-VII.

In the absence of submission of Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bills.

- 9.0 In case of ARC, Earnest Money deposit (EMD) shall be retained as Security Deposit for faithful performance of contract.
- 9.1 No interest shall be payable on Security Deposit.
- 9.2 PDIL Noida, however, reserves the right to encash/ forfeit the Security Deposit, if the Contractor fails to execute the Contract and/or abide by all the terms and conditions of the P.O.
- 9.3 Security deposit shall be refunded after 30 days of completion of Contract on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the Owner, if any, on account of any failure on the part of the contractor.

10.0 **Price reduction clause**

In the event of delay in completion beyond contractual completion period, price reduction @ 0.5% per week or part thereof subject to maximum 5% of total P.O value shall be recovered from Contractor's bill(s).

11.0 **Insurance**

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

12.0 **Statutory obligation and Safety Rules (For AMC/ ARC)**

The Contractor will have to follow all safety rules and measures during contract period and will be fully responsible for implementing rules, obligations and statutory provisions of government and all the consequences in the event of any eventuality.

The Contractor shall be responsible to observe and comply with all statutory requirement including contract labour act 1970, minimum wage act – 1948 and EPF act 1952 etc. including all amendments thereof in vague both of central and state government. PDIL shall be kept indemnified against any action brought against it or any violation / non – compliance of any act /acts, all expenses for compliance of above acts and regulations shall be borne by the contractor.

The Contractor shall comply with at his cost all safety norms such as Fire and Safety regulation act as applicable at site.

The Contractor shall be responsible for all risk involved in respect of their personnel and material at site and arrange proper insurance coverage at his cost.

Personnel deployed should be medically fit to work should posses good conduct and should have no past criminal record and shall maintain high standard discipline, decency and decorum. PDIL reserves the right at its sole discretion to ask for replacement of any person employed by the contractor.

13.0 **Termination**

In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit

14.0 Force Majeure

The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Contractor shall provide justification by documentation countersigned by the local chamber of commerce.

15.0 Arbitration

All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.

However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:

“In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.

16.0 Jurisdiction

The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL's different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

Scope of Work**Technical Specification for the conversion of Mechanical weigh bridge into Electronic (digital) weighing system****Introduction :-**

The existing weigh bridge is mechanical type having capacity 0- 25 ton. This is not in operation from last five year and hence de- registered and de-stamped by weights and measure department of Government of Jharkhand. Its major parts such as platform ,lever , knife-edge , bearing and steel yards are in good condition. Its Platform size is 6110x2440MM,(20 X 8)FEET

Depending upon the capacity of load cell availability the capacity of weighbridge can be increased but the same shall be compatible to the mechanical parts of the existing weighbridge.

Scope of Works:-

The scope of the contractor includes as following

- 1) Removal of existing measuring system
- 2) Cleaning of weighbridge pit, and other mechanical parts such as platform ,lever , knife-edge , bearing and steel yards etc , its greasing and painting
- 3) Supply of load cell with amplifier and digitizer as required for the system
- 4) Supply of junction box and cables , data highway cable , cable glands , cable sealing etc
- 5) Supply of digital weight indicator and printer , key board and mouse , necessary software if required ,etc
- 6) Supply of UPS required for the system
- 7) Supply of Air conditioner for the measuring station . The room size is 4830x3020MM.(15.78 X 9.86)FEET. This shall be quoted optional.
- 8) Supply of any other items required for the system but not mentioned
- 9) Installation, testing and commissioning of above items and whole terminal weighing system
- 10) Registration and stamping of converted electronic weigh bridge to the weights and measure department, govt of Jharkhand is in the scope of the contractor . However , Govt fee shall be reimbursed after submission of the payment receipt issued by the GOVERNMENT AUTHORITY.

Brief System Description :-

The load cells shall be installed under the Platform at designated location . The load cell is provided with digitizer which gives signal proportional to the load . These load signals are processed in junction box which is mounted in the field. The digital weight indicator receives the load signal from junction box, which indicates the load of the truck standing on the platform.

The digital weight indicator is connected to terminal indicator and printer through data highway cable. Terminal indicator displays the date and time of the weighing and printer prints the weights of Truck along with date and time which is served to the customer.

Each consecutive weighing is operated through Key board / mouse . The tentative schematic diagram is enclosed .

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	Brief Specification :-
i)	Enclosure protection of load cell is weather proof as per IP 65 minimum and accuracy as per GOVT. Norms . capacity as per manufacturer standard.
ii)	Junction box shall be as per manufacturer standard but its enclosure protection will be weather proof as per IP 65 minimum and surge arrester to protect the entire system from lightening and electrical surge
iii)	Cable shall be of copper material , low resistance , shielded type.
iv)	Digital weight indicator and printer are as per manufactured std and LED display visible from distance.
v)	UPS and AC as per manufacturer standard. UPS back up time shall 30 minutes minimum.
	Make:- Load cell, terminal indicator, digital weight indicator , UPS and AC shall be of reputed make.
	Guarantee:- The guarantee period of the item supplied shall be one year. if any item supplied by the contractor malfunctions within guarantee period , the same shall be replaced by new one within 3 working days so that work can not be effected. On failure, the effected loss will be born by the contractor.
	Annual Maintenance Contract :- i) The contractor shall quote for Annual Maintenance Contract for one year which will be extendable for another one year after successful completion first year. ii) It will be obligation of the contractor to attend the complaint within 24 hours .
	Documentation :- i) The contractor has to supply all the documents such wiring diagrams , catalogues , operating manual etc in 3 sets ii) The contractor has to submit the test reports of the equipment supplied.
	Note :- I) The contractor may visit to see the condition of existing bridge on any working day before quoting. However, its photograph is attached with NIT for reference. ii) The contractor has to submit the scheme of the weighing system along with the bid indicating no of load cell and its accuracy, indicators , printer and UPS to be installed.

AMC shall be valid for a period of 1 Year from the Effective date of completion of work duly certified by Engineer In-charge.

ANNEXURE V

(Self Declaration on Bidder's Letter Head as per below Performa)

To,

Projects and Development India Ltd.

CIFT Building, Sindri
Dhanbad-828122

Subject : ITB No.Dt.

Sir,

We hereby declare that M/s is neither put on Holiday or Black-listed by any Government / PSU / Private firm or Financial Institution .

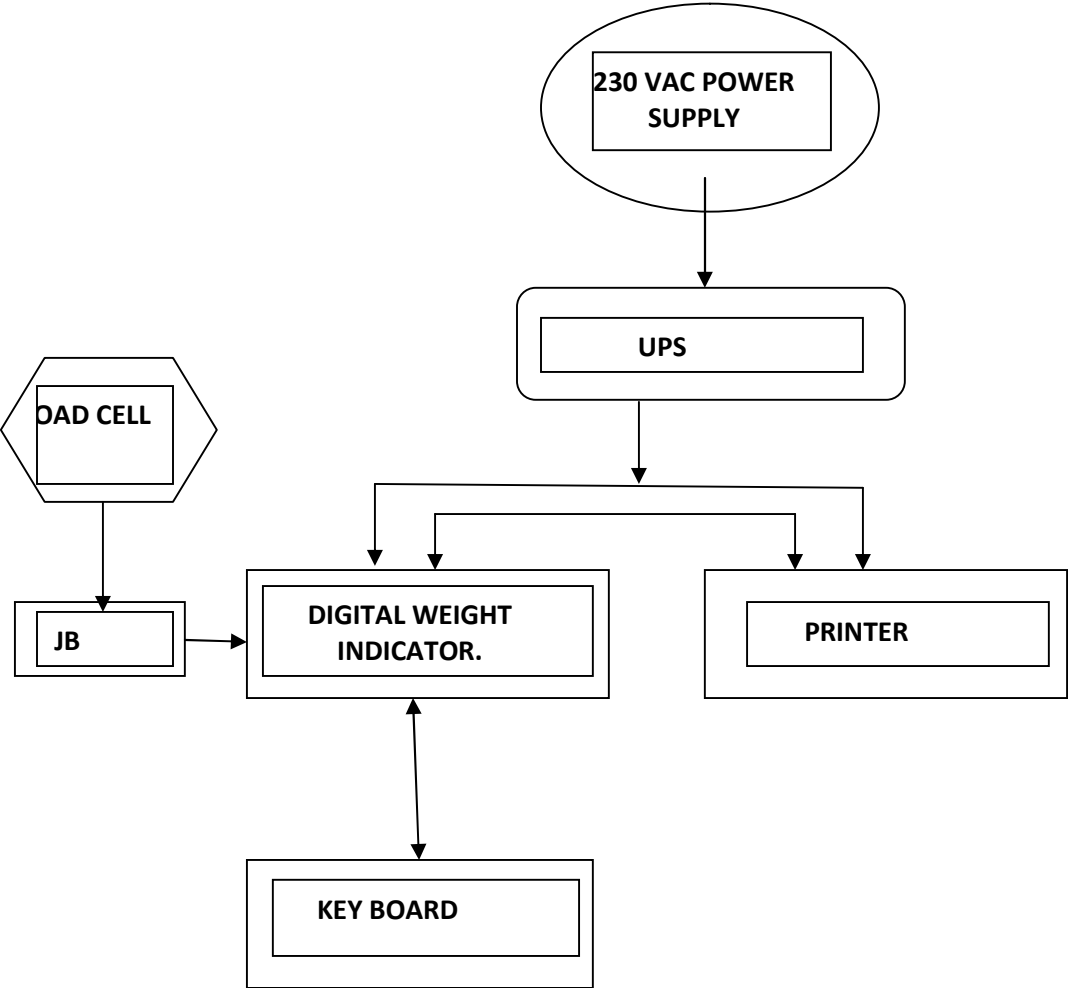
Signature

Name :

Designation :

Seal of the Bidder.

TENTATIVE SCHEME FOR DIGITAL WEIGHT MEASUREMENT OF TRUCK



ANNEXURE VII

In Case of Order, the contractor shall provide the below information for updating Award of Contract at CPP Portal (e-procurement-), without fail.

	PARTICULARS	BIDDER'S COMMENTS
1.0	CONTRACTOR'S/COMPANY NAME	
2.0	CONTACT PERSON	
3.0	CONTACT PERSON'S DATE OF BIRTH	
4.0	COMPANY'S REGISTRATION NO.	
5.0	COMPANY'S REGISTERED ADDRESS	
6.0	COMPANY'S ESTABLISHMENT YEAR	
7.0	COMPANY'S NATURE OF BUSINESS	
8.0	COMPANY'S LEGAL STATUS (TICK appropriate option)	LIMITED
		UNDERTAKING
		JOINT VENTURE
		PARTNERSHIP
		OTHERS
9.0	COMPANY CATEGORY (TICK appropriate option)	MICRO
		SMALL
		MEDIUM
		ANCILLARY UNIT
		PROJECT AFFECTED PERSON OF THIS COMPANY
		SSI
10.0	With reference to GOI Gazette Notification No.503 dt.26.03.12, Please confirm whether you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and submit documentary evidence in this respect.	
11.0	Further to Above, If you are MICRO & SMALL Enterprises (MSEs) registered under MSMED Act 2006 and OWNED BY SC/ST ENTREPRENEURS, please confirm and submit documentary evidence issued by government authority in this respect.	

DATE:

AUTHORISED SIGNATORY OF THE BIDDER with Official Seal

ANNEXURE-VIII

**SECURITY CUM PERFORMANCE BANK GUARANTEE
(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)**

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in (mention name of the Bank/company) _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. _____ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.

WHERE AS M/s _____ (Seller) a Company incorporated in _____ and _____ having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number _____ dt. _____ For supply/ supply-cum-erection of _____ at a total cost of _____ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warranties which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warranties then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of ' _____ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfillment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.
2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.

3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.
4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
- 6 This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
- 8 In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. This guarantee shall remain valid up to _____.
11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to _____ and the guarantee will remain valid up to _____ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of