

**Punjab State e-Governance Society (PSeGS)
O/o Department of Governance Reforms (DoGR)
Government of Punjab**

E - Tender

for
Housekeeping Services for DGR Building,
SAS Nagar, Punjab
Tender Reference No: PSeGS/DGR/HSS

Government of Punjab
Department of Governance Reforms
D-241, Industrial Area, Phase-8 B Mohali
E-Mail: hakam.singh@punjab.gov.in
Department of Governance Reforms

Directorate of Governance Reforms, Punjab

KEY INFORMATION

Tender Document For	Housekeeping & Sanitation Services
Tender Document Cost	Rs. 2,000/- favoring “Punjab State e-Governance Society” (Non-Refundable) to be paid online.
EMD Amount	Rs. 1,00,000/ (One Lakh only)
Date of Notice	04.08.2017
Document Downloading Start Date	04.08.2017 at 11:00 AM
Last Date and Time For Submission	28.08.2017 at 10:30 AM
Opening Of Tenders	28.08.2017 at 11:00 AM
Place for opening of tenders	Punjab State e-Governance Society (PSeGS) c/o Department of Governance Reforms DGR Building, D-241, Industrial Area, Phase-8 B Mohali.

Directorate of Governance Reforms, Punjab

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INSTRUCTIONS TO THE BIDDERS

1.0 General

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this contract shall have the following meanings:

- 1.1.1 “Client” means “PSeGS” or Punjab State e-Governance Society and “DGR” or Department of Governance Reforms.
 - 1.1.2 “Supplier” or “Service Provider” means the firm company/business entity, selected through competitive tendering process for Supply of Housekeeping and Sanitation services to PSeGS and/or DGR under the contract.
 - 1.1.3 “Services” means all the services, which the Service Provider is required to provide to the Client under the contract.
 - 1.1.4 “The Contract Price” means the price payable to the Service Provider under the contract for the full and proper compliance of his contractual obligations.
 - 1.1.5 "Similar Services" means the services pertaining to Housekeeping and Sanitation services discharged by the bidder in past.
- 1.2 Tenders shall be addressed to Member Secretary, PSeGS Chandigarh and super scribed “Tender for Providing House-keeping Services in DGR building”.
- 1.3 **Document fee:** Tenders submitted late or in any form, other than the prescribed form or without the requisite document fee of Rs. 2,000/- (non-refundable) and EMD of Rs. 1,00,000/-(Rupees One Lac only) shall be deemed to be invalid and same shall will be rejected. The tender document fee should be submitted through online mode only.
- 1.4 **EMD:** An EMD of Rs. 1,00,000/- should be deposited online.
- i) The bidder shall furnish EMD of Rs. 1,00,000/-(Rupees One lakhs only) in the shape of electronic transfer.
 - ii) The EMD shall be in Indian Rupees and bidder has to pay through online mode.
 - iii) EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
 - iv) EMD of all unsuccessful bidders would be refunded as early as possible after signing of the agreement with the successful bidder.
 - v) The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
 - vi) The EMD lying with the Client in respect of other tender/RFP/ Expression of interest awaiting approval or rejected or on account of contracts being completed will not be adjusted towards EMD for this tender.

The EMD shall be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity.
- b) In case successful bidder, fails to furnish the required Performance Bank Guarantee within the specified time limit.

1.5 The bids shall remain valid for a period of 90 days from the date of receipt of the bid.

1.6 The Bidder shall inspect the site before filling and submitting the tender to get fully acquainted with the scope of work as no claim, whatsoever, will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

1.7 **Rates and Prices**

1.8.1 Bidders shall quote the rates in the format given at Annexure 1 & 2. Incomplete bids will summarily be rejected. Bidders are responsible for meeting all legal and statutory requirements. No onus lies with PSeGS/DGR.

1.8.2 All statutory duties and taxes i.e. Service Tax and others shall be clearly specified. Price quoted shall be firm and taxes extra on actual basis, whatsoever may be. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD.

1.9 Each document attached with the Tender shall be page numbered and a copy of the tender document and other documents stipulated in the tender shall form part of the technical bid.

1.10 Tenderers (Authorized person) must sign on all pages of Tender.

1.11 Evaluation procedure:

1.11.1 Financial Bids received from only those bidders shall be opened who qualify on the basis of Eligibility conditions/Technical Bid and based on the financial bids, L1 bid shall be selected for issuance of letter of intent.

1.11.2 The Bidder shall sign the agreement after submission of Performance Bank Guarantee within 2 months from the date of receipt of letter of intent.

1.11.3 DGR reserves the right to cancel/ withdraw the letter of intent and forfeit EMD in case the selected bidder does not sign the agreement within stipulated time and/or does not commence the services as per contract within one month of signing of agreement.

ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documents to be submitted
1	The bidder should be registered with the Registrar of Firms/appropriate registration authority for at least 3 years and should have provided similar services to a Government/semi-Government organization or a PSU in the last 3 financial years ending 31.03.2017.	Memorandum of Association/ Certification of Corporation/ Partnership Deed, Form 'A' & 'D'.
2	Bidder should have a cumulative annual turnover of at least Rs. 20 lakh per annum in the last three years. A copy of audited Balance Sheets and Profit & Loss Accounts for last 3 years ending 31.03.2017 should be submitted.	Copy of work order or Balance Sheet.
3	Bidder should have discharged at least one similar work of value not less than Rs. 16 lakhs/- or two similar works of value not less than Rs. 8 lakh per annum each with PSU/Nationalized Banks/Govt./semi-Govt. department.	Offer letter for the work executed.
4	Bidder must have at least 20 persons on its rolls as on 31.03.2017.	A certified copy of the roll/register.
5	Bidder should have Service Tax registration/ GST or away other applicable taxes as per State/Central Laws.	Certified copy of certificate to be attached.
6	Bidder should have EPF and ESI registration.	Certified copy of certificate to be attached.
7	Bidder should have PAN/TAN/GIR/TIN card.	Certified copies to be attached.
8	Bidder should have valid labour licence .	Certified copy to be attached. Applicable

		documents to support above conditions should be enclosed.
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2.0 GENERAL TERMS & CONDITIONS OF THE CONTRACT

2.1 Application

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them. For interpretation of any clause in the tender or contract agreement, the interpretation of Client shall be final and binding.

2.2 Terms of Payments

2.2.1 Payment will be released on monthly basis after receipt of bill and on certification by administration that the services provided during the month are satisfactory.

2.2.2 The Service Provider shall submit all invoices for the month in the first week of the following month. The invoice shall give the following details:

2.2.2.1 Payable amount for the work rendered against housekeeping services in the preceding month.

2.2.2.2 PF and ESI contribution supported with proof of having deposited the same with the appropriate authorities. Remittance should match with the deductions made in the bill.

2.2.2.3 Service tax payable (if any) at the prevailing rates as on the invoice submission.

2.2.3 Payments shall be subject to deductions of any amount for which the Service Provider is liable. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, and any other applicable deductions/taxes.

2.2.4 Service Level Agreements

Penalties:

Service Description	Value	SLA Type
Non Deployment/Absenteeism per person per incident(on billed amount)	5	percentage
Disobedience/misconduct per incidence	500	fixed amount (Rs.)
Non-compliance relating to uniformed workforce (of billed amount)	5	percentage

Non-availability, Non-usage of consumables of standard quality/BIS (of billed amount)	5	percentage
Delayed work/Non observance of frequency of service per person per incident(on billed amount)	5	percentage
Non submission of EPF & ESI challans with invoice each month (of the amount of due payment)	25	percentage
The maximum cumulative penalty (on contract value)	10	percentage

2.2.4.1 The decision of the client as to whether the services are fulfilled shall be final and binding on the Service Provider.

2.2.4.2 The service provider shall make available the duty roaster register to the nodal officer at least one week in advance.

2.2.4.3 The Service Provider shall not subcontract the services to a third party.

2.3 **Liquidated Damages**

The Client reserves the right for termination of the contract at any time by giving two month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other agency at the cost, risk and responsibilities of bidder and excess expenditure incurred on account of this will be recovered by PSeGS/DGR from Performance Bank Guarantee or pending bills or by raising a separate claim.

2.4 **Performance Guarantee**

2.4.1 The successful bidder shall furnish a performance bank guarantee for an amount equivalent to 5 lakhs within 10 calendar days from the date of acceptance of the bid.

2.4.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Bank Guarantee. EMD of L2 shall be discharged after award of work to the successful bidder and signing of contract thereof. EMD of other bidders shall be discharged within 15 days of determination of L1 and L2 bidders.

2.4.3 The performance bank guarantee provided by the successful bidder may be in the form of a bank guarantee from a Scheduled Bank (as per format given in **Annexure-2**) which should be valid for 90 days more than the contract validity. In case the contract is extended, the validity of PBG will have to be extended by 90 days beyond the validity of contract.

2.4.4 The bidder has to submit an undertaking as per **Annexure-1**.

JOB SPECIFICATIONS AND SCOPE OF WORK

2.5.1. AREA COVERAGE FOR HOUSEKEEPING SERVICES

Bids are invited for the housekeeping job at DGR Building Mohali covering ground Floor, first Floor, second Floor, basement & outside Area. Total coverage area is about 43,052 sq. ft.

Area to be covered under the DGR Building, D-241, Industrial Area, Phase VIII-B, Mohali.

Floor	Particulars	Area
All corridors & staircase including all rooms & common area		Total Covered Area 43,052 sq. ft. (approx)
Basement	Parking Area, Common Area & Lift Area	
Ground Floor	All rooms & Common Area 2 Toilets (Director's & Executive Room) 4 Toilets (Male & Female)	
First Floor	All rooms & Common Area 4 Toilets (Male & Female)	
Second Floor	All rooms & Common Area 4 Toilets (Male & Female)	
Roof	Complete roof	
Gate, Parking Area, Front & Back Side of Building, Pavements		Open Area

2.5.2 BROAD DETAILS OF SCOPE OF WORK:

I. HOUSEKEEPING SERVICES

- a. Cleaning, sweeping, moping and wiping of floors, staircase on daily basis with requisite chemicals (phenyl) etc. from Monday to Friday or as required by Officer-In-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting/ cleaning/ moping work before 8.30 AM.

- b. Thorough cleaning of all toilets using required detergent, putting naphthalene balls, air purifier, toilet papers, tissue papers, handwash, soaps etc. in all urinals and toilets, wash basins and WC area.
- c. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, typewriters, computers, telephones, curtains, printers, photocopiers ,wall mounted fans etc. with dry/wet cloth, feather brush and duster.
- d. Lifting, carrying and disposing the dead birds, animals, rats and insect's etc. if found in and around the office building.
- e. Clearing of any chokings in the drainages, manholes etc.
- f. Removal of beehives and cobwebs/honey webs from inside and outside of the office building and its premises.
- g. Cleaning and sweeping of open areas including balconies and roof tops with brooms.
- h. Cleaning of underground and overhead water tanks at least once every 3 months of the year.
- i. Only Female staff shall be kept to clean the female washrooms/toilets.
- j. Pest control spray/treatment, larvae control, rodent control from time to time to ensure the absence of flies, mosquitos and other insects in each part of the building premises. Such exercise should be done once in quarter minimum.
- k. Maintain proper registers/records in the shape of charts to be displayed for the jobs carried out on daily, weekly, fortnightly and monthly basis. The charts shall be signed by the attendant and countersigned by the supervisor, which shall be checked at regular intervals finally at the end of each month by the officer/official of the PSeGS/DGR.
- l. There will be a single point of contact with the bidder and the company shall notify an official for this purpose at the time of submission of tender. The change in this regard, if any shall also be duly notified immediately.
- m. The bidder shall possess or procure needful infrastructure, materials, gadgets and other material required for smooth housekeeping services. No additional cost towards this will be borne by PSeGS/DGR. The agency shall be responsible for damage done to various office equipments/furnitures/tiles etc during the cleaning and other related operations.

- n. Maintenance of Lawns/ landscapes/ Internal-External plants and other vegetation within the complex. Cost of plants shall be borne by PSeGS/DGR.
- o. The staff should be courteous with the employees of the Departments and penalty shall be levied in case of any misconduct as per penalty schedule.

2.5.3 FREQUENCY OF WORK:

S.N	Place	Frequency per day
a	Outer Area/ Parking	once everyday
b	Roof Top	once a week
c	Common areas	2 times a day
d	Washrooms/Toilets	4 times a day
e	Office areas	once everyday
f	Cabins/Offices/Committee Room	once everyday
g	Gardening/ Landscaping/ Plants' care	once everyday

2.5.3.1 The week shall normally be of 6 days i.e. Monday to Saturday. However, the Service Provider can be required to discharge the services on Sunday/Holiday also in case of exigency of work.

2.5.3.2 The cleaning of false ceiling, cabin panels and walls, ducts etc. shall be done during Sundays or non-working days so as to cause least disruption to office work. However, in case of any exigency the job shall be attended to immediately.

2.5.4 PROVIDING WORKFORCE

The bidder has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure efficacy of specified standards in the job order and to the satisfaction of the Officer-In-Charge & higher ups.

- i. The bidder must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The successful bidder shall engage only such workers, whose antecedents have been thoroughly verified, including character verification and other formalities.
- ii. The Service provider shall ensure the uniforms and identity cards with relevant details such as Name, Age, Gender, Address, Contact No, Blood Group of the workforce.
- iii. The bidder is responsible for meeting all statutory requirements and PSEGS/ DGR shall not hold any responsibility.

- iv. The workforce so provided shall be employees of Service Provider and shall not in anyway claim parity with contractual & other employees of the Client.
- v. The Service Provider shall not claim any extra amount for the leave vacancy substitute/(s) provided by them.
- vi. In case of any injury, harm or mis-happening caused to work force employed by the service provider during the discharge of service at the premises of the client, no claim, whatsoever shall lie on the client. It shall be the responsibility of the service provider to bear such liability.

2.5.6 SUPPLY OF MATERIAL AND CONSUMABLES:

All equipment/materials/consumables and other related items are to be provided by the agency. They should be of ISI mark wherever applicable or of good quality/standard. The firm shall assess the quantity of consumables to be used and supply them in advance and store them at DGR on fortnightly basis at the storage space provided by DGR.

2.5.7 WASTE DISPOSAL MANAGEMENT:

The agency will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The agency will also ensure segregation of bio degradable and non-biodegradable garbage. Finally, the agency will arrange for disposal of garbage at its own cost at such a place as may be permissible by Municipal authorities as per the rules/bye-laws prevalent firm time to time.

2.6 Conciliation/ Arbitration

- 2.6.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Director, Governance Reforms.
- 2.6.2 In the event, amicable resolution or settlement is not reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences shall be referred to and settled by the Sole Arbitrator appointed by ACS, Governance Reforms.
- 2.6.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to

the agency shall not be withheld on account of pending arbitration proceedings unless such payment is a subject matter of the arbitration.

2.6.4 The arbitration proceedings shall be in accordance with the prevailing correct nomenclature Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.

2.6.5 The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.

2.6.6 The parties will not be entitled to any pendent-lite interest during arbitration proceedings.

2.7 **Force Majeure**

2.7.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

2.7.2 The term “Force Majeure” as employed herein shall mean acts of god, war, civil riots, fire affecting the performance of the contract, flood and acts and regulations of government.

2.7.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, DGR shall have the option of canceling this contract in whole or part at its discretion without any liability at his part.

2.7.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

2.8 **Applicable Law and Jurisdiction**

All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Mohali, Punjab.

2.9 DGR reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of DGR action.

- 2.10 DGR reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
- 2.11 Based on the performance of the agency, DGR reserves the right to extend the period of contract of the service provider, for a further period on the same terms and conditions.
- 2.12 Any clarification on the documents may be obtained from:-

**Manager HR
Punjab State e-Governance Reforms (PSeGS)
O/o Directorate of Governance Reforms,
SCO/162-164, Sector-34 A, Chandigarh
Contact no. 98159-64127**

- 2.12 After issue of letter of intent, the successful bidder is required to enter into a contract agreement with PSeGS/DGR on the terms & conditions as detailed in the tender document.

TECHNICAL BID

I/ We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

<u>Sr.No.</u>	<u>Particulars</u>	<u>Compliance (Yes/No)</u>
	Name of Tendering Service Provider	
	Status(Proprietor /Partner/Director)	
	Details of Earnest Money Deposit	
	Transaction ID No. a. Date b. Rs. c. Bank	
	Address of Registered Office	
	Telephone No.	
	FAX No.	
	E-Mail Address	
	Full address of Operating /Branch Office	
	Telephone No	
	FAX No.	
	E-Mail Address	
	Name & telephone no. of Authorized officer/person to liaise with Client (In case of company, a resolution by BOD authorizing person/s to sign/file bids be enclosed	
	Banker of the Service Provider	
	Telephone Number of Banker	
	PAN	
	Service Tax Registration No.	
	E.P.F. Registration No.	
	E.S.I. Registration No.	
	TIN No.	
	Labour License/Registration under The Contract Labour (Regulation & Control) Act, 1970	
	Financial turnover of the tendering Service Provider for the last 3 Financial years	

a. 2013-14 b. 2014-15 c. 2015-16		
Additional information, if any		
Give details of minimum 1 such contract to Govt/PSU/Semi Govt entity executed by the tendering Service Provider during the last three consecutive years ending 31.03.2017 in the following format		
Earnest Money Details (Rs. 1,00,000/-) a. Transaction ID No. b. Date c. From Bank		
Document fee details (Rs. 2,000/-) a. Transaction ID No. b. Date c. From Bank		
If the establishment is registered with the Government or any state government. Please give details with document/evidence.		

(if the space provided is insufficient, a separate sheet may be attached) :

S.N	Name of client, address, telephone & Fax no	Services		Amount of contract	Duration of Contract		Remarks
		Type of workforce and materials/ consumables provided	No./quantity		From	To	

Signatures of authorized signatory

Name _____

Designation

Seal:

FINANCIAL BID

Sl. No.	Details of Scope of work	Amount/Rs. per annum (lump sum inclusive of all taxes)
1.	Carrying out the housekeeping work as per the scope of work/requirement shown in Annexure - I by deploying appropriate workforce & equipment including consumables.	Rs. _____
Total Rs. _____ In words (Rupees _____) _____		

Signatures of authorized person

Name _____

Designation _____

Seal:

(ON A STAMP PAPER OF Rs. 100/-)

UNDERTAKING

1. I/We, the undersigned certify that we have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted are valid and binding for the entire period of contract and period of extension, if any and it is certified that the rates quoted are the lowest rates as quoted in any other organization in India.
3. I/We give the rights to DGR to forfeit the Earnest Money/Performance Security Deposit by me/us in case of breach of conditions of Contract.
4. I/We hereby undertake to provide the housekeeping services as per the provisions in the tender document/contract agreement.
5. I/We will abide by the provision of Minimum Wages Act, Contract Labour Act and other statutory provision like EPF, ESI, Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable form time to time. All the cleaning workforce provided for housekeeping services shall be paid Minimum wages as per Government of India/Government of Punjab Minimum Wages Act, EPF, ESI and all statutory deductions & remittance shall be taken care by me/us.
6. I/We shall provide trained sanitation/housekeeping workforce.
7. I/We do hereby undertake that neat and clean environment in DGR shall be ensured by our Agency.
8. I/We hereby agree to abide by all law requirements pertaining to the disposal and dumping of waste.
9. I/We hereby agree to abide by all present and subsequent changes in law/ rules governing various jobs handled by the Service Provider at no extra cost to PSeGS/DGR.

Signatures of authorized signatory

Name _____

Designation _____

Seal:

Proforma towards Performance Security

Ref. No. _____ Bank Guarantee No _____
Dated _____

To,
The Member Secretary,
Punjab State e-Governance Society,
O/o Directorate of Governance Reforms
SCO/ 162-164, Sector-34 A Chandigarh

Dear Sir,

1. In consideration of **PSeGS** _____ (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assignees) having entered into a contract No. _____ dated _____ (hereinafter called 'the Service Provider' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____

(hereinafter referred to as the 'Service Provider') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and PSEGS having agreed that the Service Provider shall furnish to DGR a performance guarantee for Indian 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 Indian Rs/- _____ (in figures) [Indian Rupees/- (in words) _____

without any demur, reservation, contest or protest and/or without any reference to the Service Provider. Any such demand made by DGR 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 DGR in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Service Provider and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that DGR 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 Service Provider and notwithstanding any security or other guarantee that DGR may have in relation to the Service Provider's liabilities.

4. The Bank further agrees that PSeGS/ DGR 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 Service Provider(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in DGR against the said Service Provider(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 Service Provider(s) or for any forbearance, act or omission on the part of DGR or any indulgence by DGR to the said Service Provider(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 DGR under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till DGR discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution of DGR or that of the Service Provider.

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 Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs. (in figures) _____ [Indian Rupees/- (in words)_____] and our guarantee shall remain in force until _____. In case of any extension of contract, Performance Guarantee will be suitably extended.

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 DGR under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of DGR 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 _____.

<p>WITNESS NO. 1</p> <p>-----</p> <p>(Signature) Full name and official address (in legible letters)</p>	<p>WITNESS NO. 2</p> <p>-----</p> <p>(Signature) Full name and official address (in legible letters)</p>
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