



Energy Management Centre - Kerala  
Sreekrishna Nagar, Sreekariyam.P.O, Thiruvananthapuram,  
Kerala - 695 017  
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Tender no: EMC/PUR/16/T-61/1

Notice inviting tenders

Sealed tenders are invited from reputed suppliers, for Supply of Ready to assemble moulded chairs at the campus of Energy Management Centre, Sreekrishna Nagar, Sreekariyam. The documents can be collected from the EMC Office till 09-09-2016,15.00hrs and can be submitted on or before 09-09-2016, 17.00hrs. The cost of tender document shall be submitted as separate DD along with the submission of Bid. Bids without DD for tender cost will be treated incomplete tender and will not be considered for further evaluation.

Thiruvananthapuram

Director

22-08-2016

## FORM OF TENDER

(To be submitted in Kerala State stamp paper worth Rs. 200/-)

From

To

DIRECTOR  
Energy Management Centre - Kerala  
Sreekrishna Nagar, Sreekaryam P.O,  
Thiruvananthapuram,  
Kerala - 695 017

Sir,

Having examined the specifications and tender schedule, schedule of work and having acquired the requisite information relating to the tender in all respects, I/We \_\_\_\_\_ hereby offer to execute the work as specified in this tender at the rates mentioned in the schedule of work attached in accordance with the specifications, conditions of the tender, the articles of the agreements and such other materials as may be prescribed from time to time.

Should this tender for ..... be accepted, I/We hereby agree to abide by and fulfil the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit the E.M.D. and pay the Energy Management Centre - Kerala, the amount mentioned in the said conditions.

I/we ..... have deposited a sum Rs. ..../- ( Rupees .....only) as EMD in the form of crossed demand draft in favour of the Director, Energy Management Centre - Kerala, payable at Thiruvananthapuram. Should I/we fail to execute the agreement when called upon to do so, or to commence work as provided in the conditions, I/we do hereby agree that the Energy Management Centre - Kerala shall without prejudice to any right or remedy be at liberty to forfeit the EMD absolutely and also recover from me /us the entire loss that may be caused to

Director, EMC

Contractor

the Energy Management Centre - Kerala by retender arrangement of the work otherwise, under the provisions of Revenue Recovery Act or otherwise.

I/we agree that arbitration shall not be a means of settlement of any dispute or claim arising out of this contract.

Signature of the tenderer

Full Name and address:

Details of EMD:

DD No \_\_\_\_\_ dtd \_\_\_\_\_ for Rs. \_\_\_\_\_ drawn on \_\_\_\_\_.

# ENERGY MANAGEMENT CENTRE-KERALA (EMC)

SREEKARIYAM, THIRUVANANTHAPURAM - 695017

## NOTICE INVITING TENDER

### For Supply of Ready to assemble moulded Chairs at Energy Management Centre Campus

Sealed tenders are invited from reputed manufacturers /authorised dealers having sales support for Tender for Supply of ready to assemble moulded chairs as specified in the tender document.

Tender no: EMC/PUR/16/T-61/1 dated 22-08-2016.

Name of work: Supply of ready to assemble moulded chairs

Scope of work: Supply of Ready to assemble moulded chairs at the Energy Management Institute cum office building.

Location: Energy Management Centre, Sreekariyam, Thiruvananthapuram, Kerala.

Tender documents can be collected from the EMC Office from 22.08.2016 to 09-09-2016, 15.00 hrs.

Cost of tender document: Rs.500/- plus VAT @ 5 % to be paid as DD in favour of Director, EMC along with the submission of tender.

Last date and time of receipt of tender: 09-09-2016 at 17.00 hrs.

Probable Amount of Contract: Rs. 3,05,500/-

EMD: Rs. 7,640/- as DD in favour of - Director, Energy Management Centre, payable at Thiruvananthapuram

Period of supply: One calendar month from the date of Purchase Order (P.O)

The tenderer shall quote the rates including all taxes, duties and levies inclusive of loading and unloading charges, freight, and insurance during transit and delivery at site. But the successful tenderer shall produce proof of payment of all taxes and duties.

Also sales tax and income tax clearance certificate for the last 3 financial years shall be submitted along with the tender.

Prescribed Tender documents (non-transferable) can be purchased from the office of Director, EMC, against a written request to Director, EMC.

Further details and clarification if any can be had from The Director, Energy Management Centre (EMC), Sreekariyam, Thiruvananthapuram, website [www.keralaenergy.gov.in](http://www.keralaenergy.gov.in). Director, Energy Management Centre reserves the right

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to accept or reject any or all tenders without assigning any reasons what so ever. Completed tender documents shall be submitted to “The Director, Energy Management Centre, Sreekrishna Nagar, Sreekariyam, Thiruvananthapuram, Kerala, 695017 in a sealed cover super scribed “Tender for Supply of ready to assemble moulded chairs”, on or before 09-09-2016, 5.00pm.

Thiruvananthapuram

22-08-2016

Director,  
Energy Management Centre  
Sreekrishna Nagar,  
Sreekariyam,  
Thiruvananthapuram, Kerala,  
PIN-695017

## Section -1 - Instructions and General Conditions

### 1. Submission of tender

Tender shall be submitted in sealed covers super scribing the name of the tender as Tender No. EMC/PUR/16/T- 61/1- “Tender for Supply of Ready to assemble moulded chairs” and shall contain the following.

- (a) Complete set of Tender documents as issued by EMC, together with addenda/corrigenda if any, filled in and signed by the tenderer, with address stamps/seals wherever stipulated.
- (b) Earnest money deposit of Rs.7,640/- (Rupees Seven Thousand Six Hundred Forty only) in the form of crossed demand draft drawn in favour of The Director, Energy Management Centre, Thiruvananthapuram payable at Thiruvananthapuram.

The offer shall be valid for a period of 60 days from the date of opening of the tender. Tender not accompanied by Demand Drafts for Cost of tender and E.M.D. shall be rejected as non- responsive.

### 2. Acceptance / Rejection of tenders

The tenders submitted after the stipulated time of submission shall be rejected. The tenders not submitted in the prescribed forms, not duly signed at the places marked, incomplete/torn off tender forms etc. shall be rejected. The Director, Energy Management Centre, reserves the right to accept or reject any of the tenders without assigning any reasons thereof. Becoming the lowest offered party does not entitle a tender to award the work. *Apart from cost, quality of work, durability, track record of the supplier etc. will also be considered for awarding the supply.*

### 3. Performance Security

The successful tenderer will be required to furnish Performance Security equivalent to 5% of the value of Supply Order amount within 30 days of the receipt of notification of award from EMC. The Performance Security shall be in the form of Bank Guarantee issued by a Nationalized Indian Bank operating in India. Or Demand draft in favour of Energy Management Centre, Sreekrishna Nagar, Sreekariyam payable at Thiruvananthapuram. The

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performance security will be discharged by EMC and returned to the contractor not later than 30 days following the date of completion of the Contractor's performance obligations, including any warranty obligations, under the Contract. No interest shall be paid by EMC for the amount deposited as Performance security with EMC.

#### 4. Sample Submission for Approval

Every Tender shall produce one number of samples of all the material being quoted for the scrutiny / evaluation at the time of submission of the offer. Samples if sent “freight to pay” will not be accepted. The sample of the unsuccessful tenders should be collected by them or their agents from EMC as soon as intimation in this effect is received by the tenderers. The approved samples of successful tender will not be paid for and shall become the property of the EMC, but may at the discretion of the EMC be returned to the Contractor whose tender is accepted on the completion of his contract. All samples must be clearly labelled to show to what particular items tendered for they relate and should be of sufficient size and quantity to enable the Director, EMC to compare supplies therewith.

#### 5. Place of work and time of completion.

The scope of the work covered by this tender is limited to Supply of ready to assemble moulded Chairs at the proposed Energy Management Institute cum office building as per the specifications. The work include supply of ready to assemble moulded chairs with good quality upholstery and finishing. EMC will only provide the location ready. The successful tenderer shall submit a schedule of completion, showing the details, along with the agreement. Time of completion & quality of the works are the essences of this tender. The works covered by this tender shall be completed in all respects within 30 days from the date of award of the work.

#### 6. Guarantee period.

The materials supplied vide this tender shall be guaranteed for a defect liability for a period of three year from the date of supply of materials. The item shall be guaranteed against usage of inferior quality of materials and poor workmanship. Any defects found during this period shall be rectified/replaced by the supplier free of charges to the EMC within a reasonable period of 15 days after written notice. If the supplier fails to do so, EMC shall have the liberty to arrange rectification at the risk & cost of the supplier, and adjusting the expenses from the security deposit for the work. The product will be given a warranty for  
Director, EMC Contractor

12 months / 1year.

5. Agreement for the work.

Within 10 days of receipt of the letter of award, the bidder has to execute an agreement with EMC for the due fulfilment of the contract in the prescribed format, along with a security deposit of 5% of the contract value in the form of Demand Draft, in favour of the Director, Energy Management Centre, payable at Trivandrum or by way of Bank Guarantee from any Nationalized bank in the approved format. The EMD submitted by all the tenders will be released upon executing the agreement by the successful tenderer. The security deposit vide this clause will be released after successful compliance to the tender conditions, and on certification of the representative of EMC and/or Project consultant appointed by EMC for managing the project.

6. Withdrawals of the offer after it is accepted or failure to arrange the work within a specified time or according to specifications will entail cancellation of the order and work being made at the offers expenses from elsewhere, any loss incurred thereby being payable by the defaulting party. In such an event EMC reserve the right to remove the defaulter's name from the list of EMC's vendors list and to report to the Government for blacklisting the tenderer in Government works permanently or for a specified number of years.

7. The rates quoted shall be firm for a period of 60 days from the date of opening of the tender. Rates offered shall be inclusive of all taxes & duties in force. The quantities mentioned in the schedule of works are tentative, and payments will be made on actual quantities. No claim, whatsoever, will be entertained due to variation of quantities, or any other reasons. No representation for enhancement of price will be considered during the currency of the contract, or after the completion.

8. Any attempt on the part of tenderer or their agents to influence the officers concerned into their favour by personal canvassing will disqualify the tender.

9. Payment terms

a. 95 % payment cost as per agreed rates shall be made on successful completion of the work, upon certification of the Engineer-in-charge.

b. 5% payment shall be retained from the bill as part of the security deposit/retention money. The security deposit, along with the amount deposited at the time of executing the agreement will be released on successful completion of the guarantee period, after adjusting liabilities, if any, upon certification of the Engineer-in-charge.

10. Commercial

■ Rates quoted shall be inclusive of all taxes, duties and Levis currently in force,  
Director, EMC Contractor



transportation charges, loading and unloading charges and shall be firm during the course of the work. Escalation, on any ground, shall not be considered during the course of work or after the completion

- Adequate security provisions shall be arranged by the contractor, and EMC shall not have any responsibilities for the safety of men and materials involved in the work during the course of the work. Power, water and amenities to labour shall be in the account of the contractor.
- As part of tender scope, contractor shall adopt appropriate safety & security measures at site of works by means of implementing proper methodology and arrangements made by the contractor and such methodology is strictly complied by his site team until the completed works are taken over by the Employer.
- All the labourers working for the contractor shall be significantly insured against accidents at the work site.

## SECTION - 2 - TECHNICAL SPECIFICATION

### 1.0 SCOPE


1. Ready to assemble moulded chairs with Arm, Teakwood finish and Rexine Maroon upholstery.



SECTION -3 - SCHEDULE OF SUPPLY

Name of work: Supply of Ready to assemble moulded chairs at EMC Campus

***SPECIFICATION FOR WORK***

SI.No.	DESCRIPTION OF WORK	Unit	QTY	Rate (in Rs.)	Amount (in Rs.)
1	Ready to assemble moulded chairs with Arm, Teakwood finish and Rexine Maroon Upholstery		100		

Undertaking:

I/we hereby agree to execute the above works at the quoted rates, in accordance with the terms and conditions of the tender. Should I/we fail to execute the agreement, or execute the work after the work is awarded, I/we have no objection in EMC forfeiting the EMD remitted for the work by me/us.

Place:

Signature:

Date:

Name & address of the tenderer

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## **Bounden Agreement**

**(To be produced in Kerala Govt Stamp Paper worth Rs. 200/-)**

ARTICLES OF AGREEMENT executed on this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ Two Thousand and \_\_\_\_\_  
\_\_\_\_\_ between the Energy Management Centre (hereinafter referred to as EMC) of the one part of Sri. \_\_\_\_\_ (Name and Address of the tender) hereinafter referred to as "the Bounden") of the other part.

WHEREAS in response to the Notification No. \_\_\_\_\_ dated \_\_\_\_\_ the bounden has been submitted to EMC a tender for the \_\_\_\_\_ specified therein subject to the terms and conditions contained in the said tender.

AND WHEREAS the bounden has furnished to EMC a sum of Rs. \_\_\_\_\_ as Earnest Money Deposit for execution of the agreement undertaking the due fulfilment of the contract in case his tender is accepted by EMC.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:-

In case the tender submitted by the bounden is accepted by EMC and the contract for \_\_\_\_\_ is awarded to the bounden, the bounden shall within \_\_\_\_\_ days of acceptance of his tender, execute an agreement with EMC incorporating all the terms and conditions under which EMC accepts his tender.

In case the bounden falls to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, EMC shall have power and authority to recover from the bounden any loss of damages caused to EMC by such breach as may be determined by EMC by appropriating the moneys inclusive of Earnest Money deposit by the bounded and if the Earnest Money is found to be inadequate the deficit amount, may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to EMC under or by virtue of the agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue and in such other manner as EMC may deem fit.

In witness where of Sri. \_\_\_\_\_ (Name and designation for and on behalf of EMC and Sri. \_\_\_\_\_ bounden has hereunto set their hands the day and year shown against their respective signature.

Signed by Sri. \_\_\_\_\_ (Date) \_\_\_\_\_ in the presence of witnesses \_\_\_\_\_

Signed by Sri \_\_\_\_\_ (Date) \_\_\_\_\_ in the presence of witnesses. \_\_\_\_\_

Director, EMC

Contractor

## Declaration of Relationship with EMC employee

(to be signed and submitted by the bidder along with the bid)

Tender Notification No:

Date :

Name of work: \_\_\_\_\_

To

The Director

Energy Management Centre

Name of the EMC employee with Designation:

Name of the bidder related to the employee:

This is to put on record that \_\_\_\_\_ currently working as \_\_\_\_\_ in EMC is related to \_\_\_\_\_ who is the bidder in the bid. We are aware of the Anti-corruption policy of EMC and will observe the highest standards during the procurement and the execution of contract and shall retain from corrupt, fraudulent, collusive or coercive practices on competing for the contract.

Signature

Name

Date:

Director, EMC

Contractor

## Articles Of Agreement (Format)

Annexure- I

ARTICLES OF AGREEMENT made on this ....day of..... 2016 between **DIRECTOR, EMC** having its..... (hereinafter called "the Owner or **DIRECTOR, EMC,** ") of the one part

And

Sri.....of ..... and Company Limited incorporated under the.....and having its registered Office at..... (herein after called the **Contractor** or **Contractor**) of the other part.

WHEREAS the Employer is desirous of supplying ready to assemble moulded chair in the Green building at EMC campus at Sreekariyam, Thiruvananthapuram , Kerala (hereinafter called "the work") and has caused Schedule of Quantities showing and describing the work to be done as prepared by **DIRECTOR, EMC** .

WHEREAS the Contractor has tendered for the ..... for the use of EMC as per Tender notification No.....Dated.....

And WHEREAS the EMC have been pleased to accept the contract as per work Order No.....in respect of the work mentioned in the copy of order attached.

And WHEREAS the Contractor has security for the satisfactory fulfilment of this contract deposited Rs..... ie. a sum equal to..... to..... percent of the value of the contract as per Bank Draft No..... dated..... duly approved by Director, EMC.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

For the consideration hereinafter mentioned, the Contractor, will upon and subject to the conditions annexed, carry out and complete the said work shown upon and described by or referred to in the said Conditions.

The Employer will pay the Contractor the said contract amount Rs. ....

(Rs. .... only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.

The said Condition and Annexure - thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.

The agreement, and documents mentioned herein shall form the basis of this Contract.

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is an ITEM RATE Contract to carry out the supplying ready to assemble moulded chair for the Green building at EMC campus, to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

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The Contractor shall undertake to execute the 'work' according to the standard samples and specifications. In other cases he should send samples to conform to the description given in the schedule when required to do so approved samples will not be paid for and shall become the property of the EMC, but may at the discretion of the EMC be returned to the Contractor whose tender is accepted on the completion of his contract. All samples must be clearly labelled to show to what particular items tendered for they relate and should be of sufficient size and quantity to enable the Director, EMC to compare supplies therewith.

The Contractor shall afford every reasonable facility for the carrying out supply of ready to assemble moulded chair for the Green building at EMC campus, in the manner laid down in the said Conditions.

The approximate quantities to be supplied are shown in the copy of order No ..... herewith attached which shall be treated as part of this agreement as nearly as can be foreseen. But they are merely estimates of quantities that may be required for general guidance of tenders, and the EMC in no case binds itself to purchase any quantity at all during the period of contract if no necessity arises therefore but the Contractor shall supply any quantity of any article at the rate tendered by him. The Employer reserves to itself the right of altering the quantity of items for supply without prejudice to this Contract. There shall be no limit on the scope and extent of changes that can be ordered by the Employer and the Contractor shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the Employer. The Contractor will only be paid for the actual quantity of items supplied payable at the accepted unit rates. No representation for enhancement of rates once accepted will be considered.

Every notice hereby required or authorised to be given may be either given to the Contractor personally or left at his residence or last known place of abode or business or may be handed over to his agent personally or may be addressed to the Contractor by Post at this usual or last known place of abode or business and if so addressed and posted shall be deemed to have been served to contractor on the date on which in the ordinary course of Post a letter is addressed and posted would reach his place of abode or business.

The contractor shall not assign or make over the contract or the benefits or burdens thereof or any part thereof to any other person or person or body corporate. The Contractor shall not underlet or sublet to any person or body corporate the execution of the contract or any part thereof without the consent in writing, of the EMC. The EMC shall have absolute power to refuse such consent or rescind such consent (if given) at any time if they are not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the Contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the Contractor shall not be relieved from any obligation, duty or responsibility under this contract.

In case the contractor becomes insolvent or goes into liquidation or makes or propose to make any assignment for the benefit of his creditors or propose any composition with his creditors for the settlement of his debts or carries on his business or the contract under inspection on behalf of his creditors, or in case any receiving order or orders for the administration of his estate are made against him, or in case the Contractor shall commit any act of insolvency, or in case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall thereupon, after notice given by the Director, EMC to the Contractor, may complete the contract in such time and manner and by such person as the EMC shall think fit. But such determination of the contractor shall be without any prejudice to any right or remedy of the EMC against the Contractor or his sureties in respect of any breach of contract Committed by the Contractor.

All expenses and damages caused to the EMC by any breach of all or any of the terms of this contract by the Contractor shall be paid by the Contractor to the EMC and may be recovered from him. The Contractor agrees that final payment will be made only on production of tax clearance Certificates relating to Agricultural Income Tax, Sales Tax and Income Tax by him.

The Security Deposit shall, be returned to the Contractor within 30 days after the completion of warranty period, but in the event of any dispute arising between the EMC and the Contractor, the EMC shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed the same may also be deducted from any other sum which may be due at any time from the EMC to the Contractor.

The Contractor/here by declares that items supplied under this contract shall be of the best quality and shall be strictly in accordance with the specifications and particulars mentioned in the contract and the contractor/here by guarantees that the said mater would continue to conform to the description and quality aforesaid for a period of 12months/1year from the date of delivery of the said materials to the EMC and that notwithstanding the fact that the EMC (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of days/months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the Director, EMC in that behalf will be final and conclusive the EMC will be entitled to reject the said good/stores articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection of goods /articles /stores will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc, shall apply, The Contractor/Seller shall if so called upon to do replace the goods etc, or such portion thereof as is rejected by the EMC. Otherwise the Contractor /Seller shall pay to the EMC such damages as may arise by reason of the break of the conditions herein contained. Nothing herein contained shall prejudice any other right of the EMC in that behalf under this contract or otherwise.

The terms & conditions given in this agreement, shall supersede all the terms and conditions contained in the tender/ quotation submitted by the contractor or in the covering letter forwarding the said tender/quotation. Where the contractor's terms and conditions are at variance with this agreement and/or the order for the supply, the order for supply shall prevail.

In case where a successful tenderer after having made partial supplies fails to fulfill the contracts in full, all or any of the materials not supplied may, at the discretion of the purchasing officer be purchased by means of another tender/Quotation or by negotiation from the next higher tenderer who had offered to supply already and the loss, if any, caused to the EMC shall thereby together with such sums as may be fixed by the EMC towards damages the recovered from the defaulting, tenderer.

Even in cases where no alternate purchase are arranged for the materials not supplied the proportionate portion of the security deposit based on the cost of the materials not supplied at the rate shown in the tender of the defaulter shall be and balance alone shall be refunded.

I/we accept all terms and conditions of the tender unconditionally.

All payments by the Employer under this contract will be made only at Thiruvananthapuram in Indian Rupees within the specified period as

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(i) Either by the EMC's cheques payable at the Government Treasuries.

(ii) Or by cheques or drafts on the Reserve or any Nationalised Bank in Trivandrum or at any of its principal branches in India.

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Thiruvananthapuram and only Courts in Thiruvananthapuram shall have jurisdiction to resolve the same.

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a partnership or an individual:

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and hereof the day and year first hereinabove written.

If the Contractor is a Company:

IN WITNESS WHEREOF the Employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and has caused these presents and hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause

SIGNED AND DELIVERED by the .....

hand of -

Signature :

Name and Designation :

Address :

Director, EMC

Contractor

WITNESSES

1. Signature :

Occupation :

Address :

2. Signature :

Occupation :

Address :

If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners.

SIGNED AND DELIVERED BY

Signature :

Name and Designation :

Address :

Director, EMC

Contractor

WITNESSES

1. Signature :  
Occupation :  
Address :

2. Signature :  
Occupation :  
Address :

The COMMON SEAL OF..... was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on ..... 2016.

In the presence of :

1. Name and Designation :  
  
2. Name and Designation :

If the Contractor signs under its common seal, the signature clause should correspond with the sealing clause in the Articles of Association.

Directors who have signed these presents in token thereof in the presence of :

1. Name and Designation :  
  
2. Name and Designation :

If the Contractor signing by the hand of power of attorney, whether a company or individual.

SIGNED AND DELIVERED BY the Contract by the hand of Shri .....and duly constituted attorney.

Director, EMC

Contractor

# Proforma of Performance Bank Guarantee

Annexure II

WHEREAS **DIRECTOR, EMC**, Thiruvananthapuram, (hereinafter called "the **OWNER**") has awarded the contract for Supply of.....to.....  
.....  
.....

(hereinafter called the "the **CONTRACTOR**").

2. AND WHEREAS the **CONTRACTOR** is bound by the said contract to submit to the **OWNER** a Performance Guarantee towards defect liability for a total amount of Rupees  
.....  
..... (Rs.....).

3. NOW WE THE UNDERSIGNED

Being fully authorised to sign and to incur obligations for and on behalf of and in the name of (full name of Bank) hereby declare that the said Bank will Guarantee the **OWNER** the full amount of Rupees ..... (Rs.....) as stated above.

4. The Bank is engaged to pay the **OWNER** any amount up to and inclusive of the aforementioned full amount upon written order from the **OWNER** to indemnify the **OWNER** for any liability or damage resulting from any defects or shortcomings of the **CONTRACTOR** or the debts he may have incurred to any parties involved in the **Supply of Materials** under the contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the **OWNER** immediately on demand without delay and without reference to the **CONTRACTOR** and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the defects or shortcomings or debts of the **CONTRACTOR** or the failure of the **CONTRACTOR** to perform his obligations in accordance with the Contract.

5. This guarantee is valid for the contract period of 12 (Twelve) months from the date of commissioning.

6. At any time during the period in which this guarantee is valid if the **OWNER** agrees to grant a time extension to the **CONTRACTOR** or if the **CONTRACTOR** fails to complete the work of.....within the time of completion as stated in the Contract, or will fail to discharge himself of the liability or damages as stated under 4 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time at the cost of the **CONTRACTOR**.

7. Until the **OWNER** has issued an instruction to the effect that this guarantee can be released, notwithstanding the validity period as stated under clause 5 above, the validity shall be extended

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under the same conditions of successive periods of three (3) calendar months at a time. Appropriate extension sheets shall be forwarded to the **OWNER**.

IN WITNESS WHEREOF I/We of the Bank signed and sealed this guarantee on the ..... day of ..... 2016 being herewith duly authorised by .....(Name of the Bank).

Witness

For and on behalf of the Bank

Name

Designation

Address