**SRI GURU NANAK DEV KHALSA COLLEGE**

(University of Delhi, Dev Nagar, New Delhi-110005)

Ref. No. SGND/ADMN/21/8370 Dated: 06.01.2021

Sealed tenders ae invited for awarding contract for out-sourcing the Security guard services in College. The tender form/document can be obtained through college website [www.sgndkc.org](http://www.sgndkc.org).

**CONTENTS OF TENDER DOCUMENT**

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| **S. No** | **Description of Content** |
| **1.** | Tender Inviting Notice |
| **2.** | General Terms and Conditions |
| **3.** | Scope of work and general instructions for bidder. |
| **4.** | ***Annexure I:*** Format for providing details of contracts for past three years |
| **5.** | ***Annexure II:*** Proforma for Technical Bid |
| **6.** | ***Annexure III:*** Proforma for Financial Bid |
| **7.** | ***Annexure IV:*** Proforma for Performance Security |

*Note:*

1. Tender document can be downloaded from the website [www.sgndkc.org](http://www.sgndkc.org).
2. *Bid submission start date:* **06 January 2021** from 10:00 am onwards
3. *Bid submission end date*: **25 January 2021** upto 03:00 pm.
4. *Earnest Money Deposit*: Rs. 15,000/- (Fifteen Thousand only) in form of DD favouring “Principal, Sri Guru Nanak Dev Khalsa College”.

**SRI GURU NANAK DEV KHALSA COLLEGE**

**(University of Delhi, Dev Nagar, New Delhi-110005)**

**Tender Inviting Notice for** **Security Guard Services**

Sealed Item rate tenders in two bid system (Technical Bid and Financial Bid) are invited by the Principal, Sri Guru Nanak Dev Khalsa College for Security Guard Services at the college, during the year 2021-22, from reputed Security Guard services contractors who have executed three similar works costing not less than 5 Lakhs per annum or two similar works costing not less than 10 Lakhs per annum or one similar work costing not less than 15 Lakhs per annum, in the last three years.

Bidders shall furnish proof of satisfactory completion of such work issued by the client along with their full company profile, details of PAN and TIN etc (complete list of documents to be submitted is given in the Proforma for technical bid). Technical bid shall be opened first, and after evaluation and finalization of technical bid, the list of eligible contractors shall be prepared and financial bid of the short-listed contractors shall be opened.

***Important dates related to the e-tender process:***

|  |  |
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| **Cost of tender form** (non-refundable) | Rs 1000/- (Rupees One thousand only) through DD in favour of “**Principal, Sri Guru Nanak Dev Khalsa College**” |
| **Earnest Money Deposit** (EMD) | Rs. 15,000/- (Rupees Ten Thousand only) vide DD in favour of “**Principal, Sri Guru Nanak Dev Khalsa College**”. |
| **Bid document download start date**  | **06/01/2020**(The document can also be procured from the college AO office) |
| **Bid submission start date and time** | **06/12/2020** from 10:00 am onwards |
| **Last Date and time for submission of Tender** | **25/01/2021** upto 03:00 pm |
| **Date and time of Technical Bid opening and assessment** | **29/01/2021** at 01:00 pm |
| **Date of Opening of Financial Bid** | Will be notified to bidders qualifying the technical bid |

Tender Document can be downloaded from the college website <http://www.sgndkc.org> and Delhi University Website [www.du.ac.in](http://www.du.ac.in). Downloaded tender shall accompany a DD of Rs. 1000/- drawn in favour of Principal, Sri Guru Nanak Dev Khalsa College, as cost of tender (non-refundable). Downloaded tender documents shall be properly bound (preferably spiral bound) before submission. Loose, incomplete bid documents will be rejected.

Principal

Sri Guru Nanak Dev Khalsa College

**GENERAL TERMS AND CONDITIONS**

Following are the general terms and conditions:

1. The bids are to be sent in two parts – one sealed envelope superscribed as ‘**Technical Bid’** giving details in the format as per Annexure **–** II, and second envelope superscribed as **‘Financial Bid’** in the format as per Annexure **–** III. The two sealed envelopes as above will be placed in another sealed envelope superscribed as `**BID FOR SECURITY SERVICES’.** The bids shall be signed by a person duly authorized on behalf of the bidder firm and shall be sent to:

**The Principal**

SRI GURU NANAK DEV KHALSA COLLEGE

(University of Delhi)

Dev Nagar, Karol Bagh

New Delhi-110005

1. **The sealed bids should be submitted at Sri Guru Nanak Dev Khalsa College by 25/01/2021 upto 03:00 pm**. Any bid received after the prescribed deadline shall not be considered, irrespective of rates. **The technical bids will be opened on 29/01/2020 at 01:00 pm** in the presence of the representatives of the bidders. Date of opening of financial bids of those firms which meet the prescribed prequalification criteria, will be notified separately. Any change in dates will be duly intimated.
2. **Earnest Money (EMD) of Rs. 15,000/-** (Rupees Fifteen Thousand only) should accompany the Technical Bid document. The EMD shall be paid in the form of Demand Draft/ Banker Cheque from nationalized bank/Scheduled commercial bank in favour of ‘The Principal, Sri Guru Nanak Dev Khalsa College’ payable at Delhi. Such EMD shall not carry any interest. **Any bid not accompanied with requisite EMD shall be deemed to be invalid and will be duly rejected by the college**.
3. **The EMD shall be forfeited:**
	1. if the bidder withdraws his bid during the period of bid validity.
	2. in the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
4. The EMD of successful bidder shall be retained as a security for the performance of the contract and shall only be discharged after submission of the required Performance Guarantee.
5. The bid shall remain valid for a period of 3 months from the last date of submission. Sri Guru Nanak Dev Khalsa college 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.
6. The contract period will initially be for a period of one year, extendable on satisfactory performance and mutual consent on same terms and conditions on yearly basis, by another two years.
7. **The Bidder should inspect the site before filling in 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.
8. **Rates and prices**
	1. Bidders should quote the rates in the format given at *Annexure – III*. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers should be signed in full by the Bidder (authorised signatory) along with mentioning the date. No erasing or over-writings are permissible.
	2. All statutory duties and taxes, as applicable, may be clearly specified. Any variation in rates, prices or terms during validity of the offer shall lead to forfeiture of the EMD.
	3. The college will not pay for any additional freight charges or any other charges that is not mentioned explicitly in the bid submitted.
9. **Terms of payment**

Payment will be released on monthly basis within a fortnight after receipt of bill and certification by Administration Wing of the college that the services provided during the month are satisfactory. **All payments shall be made by electronic medium.**

1. **Liquidated damages**

SRI GURU NANAK DEV KHALSA COLLEGE reserves the right for termination of the contract at any time by giving one 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. Any excess expenditure incurred on such account will be recovered by the college from Security Deposit or pending bill or by raising a separate claim.

1. **Performance guarantee**
	1. The successful bidder shall furnish a performance guarantee for an amount equal to ten (10) percent of the annual awarded value, within 10 calendar days from the date of acceptance of the bid, for due and proper fulfilment of contract.
	2. The performance guarantee should remain valid for a period of 90 (ninety) days beyond the date of cessation of the contract for the initial one year and completion of all contractual obligations of the bidder including warranty obligations. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful bidder.
	3. EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Guarantee towards full Security Deposit in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.
	4. The performance guarantee provided by the successful bidder may be in the form of a bank guarantee from a Nationalized Bank (***as per format given in Annexure -IV)*.**
2. **Conciliation/ Arbitration**
	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 Chairman, Governing Body, SRI GURU NANAK DEV KHALSA COLLEGE.
	2. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the empanelled sole arbitrator of SRI GURU NANAK DEV KHALSA COLLEGE to be appointed by the Chairman, Governing Body, SRI GURU NANAK DEV KHALSA COLLEGE.
	3. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor 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 Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
	4. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
	5. The venue of the arbitration shall be New Delhi, India. 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.
	6. The arbitrator will give the speaking and the reasoned award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.
3. In case of partnership firms, a copy of the partnership agreement, or general power of attorney, duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney.
4. The bidding firm has to give a self- certified certificate that it has not been blacklisted by any Central Government Department/State Govt./Autonomous Body/PSUs/Banks, etc. If it is subsequently found out that the bidding firm has given false information or facts or has suppressed facts or manipulated the documents, etc. The Earnest Money/Security Deposit of the firm/Agency will be forfeited and the bid/contract will be rejected/cancelled.
5. No bidding firm will be allowed to withdraw its bids after last date of submission.
6. If after award of the contract, the successful bidder (L1) fails to provide required number of Security Guards, the contract is liable to be cancelled along with forfeiture of SECURITY DEPOSIT and other consequential actions such as blacklisting, as deemed appropriate.
7. The contract can be terminated on account of unsatisfactory services upon performance review by the College authorities. Unsatisfactory services shall include non-compliance and non-fulfilment of any of the contractual obligations by the service provider and or poor performance and violation of any of the terms and conditions of the tender/contract and failure on the firm’s part to correct the discrepancies/shortcomings brought to its notice in writing by the college authorities.
8. By virtue of this agreement, there will be no responsibility/accountability, financial or otherwise of the college with the Security Guards. It will be sole responsibility of the Service Provider to pay salary and other perks to its Security Guards meeting all statutory obligations and no complaints by any of its Security Guards in this regard will be entertained by the College.
9. The agreement can be terminated earlier by giving one month’s notice to Service Provider without assigning any reason and the decision of College authority shall be binding on the Service Provider. No claims for compensation of loss/revenues due to such decision shall be entertained.
10. The guards should be physically and mentally fit. They should be neatly dressed up with proper uniform and shoes. They should be well versed with local languages as shall be mannered, courteous and polite. The Security Guards should not smoke or consume liquor while on duty and should not play cards, etc. in the college. The College shall not provide any accommodation facilities to the Security Guard.
11. The Service Provider shall be fully responsible and liable for any theft, burglary, fire of any other mischievous deed done by its Security Guards. Such matters should be immediately reported to the competent authority in the College and to the police. Losses caused to the College due to negligence on the part of Security Guard will be recovered from the Agency/Firm. The Service Provider shall be responsible for complying with obligations for damages to third party arising due to accident etc.
12. The Firm/Agency shall ensure that the wages to the Security Guard will be paid by the Firm/Agency in accordance with the MINIMUM WAGES ACT in force as per Govt. of NCT Delhi, and other mandatory rules as in force. The Service Provider shall be responsible for complying with obligations under Service Tax, Income Tax, ESI, EPF, Contract Labour (Regulation and Abolition) Act, Wages Act, Labour Laws, etc.
13. The said Firm/Agency will be solely responsible in regard to LEGAL OBLIGATIONS on Security Guard deployed by it at S.G.N.D. Khalsa College. Verification of CHARACTER AND ANTECEDENTS of the Security Guard through POLICE is mandatory and shall be responsibility of the Service Provider. A declaration on the printed letter-head of the firm, stating inter-alia that the Security Guards provided are of good character, duly verified by the Police from security angle should be provided to the S.G.N.D. Khalsa College immediately after award of Contract. The Security Guard shall not enter into any unlawful activity within the S.G.N.D. Khalsa College premises and shall have a good moral character. It will be the responsibility of the Service Provider to comply with all statutory obligations on his part arising out of this contract.
14. The quoted rates will be inclusive of all charges, applicable Taxes, and no other charges will be paid extra. Service Tax, if applicable, will be paid extra by the College to the concerned Agency/Service Provider on production of receipt by the Agency/Service Provider.
15. Service Charges, that includes charges for Uniform/bonus etc. per security guard, should be mentioned separately in the Financial bid, and this should not be less than 2 percent of the total wage per security guard.
16. The payment to the Agency/Service Provider will be made against running bills on monthly basis subject to services being satisfactory. The attendance record, acquaintance, etc. shall be required for processing of the payment. No Payment shall be made in advance. The Service Provider shall submit the bill in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment. **All payments shall be made by electronic medium.** The College shall be at liberty to withhold any of the payments in full or in part, subject to recovery of penalties, if any.
17. The College reserves the right to order any worker of the Service Provider to leave the premises of the College if his/her presence at any time if felt undesirable.
18. The successful agency/Service Provider shall have to execute an agreement on non-judicial stamp paper of Rs. 100/- to be signed by both the parties.
19. In case of dispute of any kind, the firm shall abide by the decision of the College. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under arbitrator under Arbitration and Conciliation Act 1996. The place of settlement of dispute shall be New Delhi. In the case of settlements of dispute is in the court, it will be the jurisdiction or courts at New Delhi.
20. Any other provision may be incorporated by the College authority. The same shall also be binding on the Service Provider/Agency. Firm should be in business of undertaking the Security Services etc. for last three years.Firms should have filed Income Tax Return for last three years and average turnover during the last two financial years not less than 15 Lakhs.

 **SCOPE OF WORK**

*Note:* The bidder is advised to visit the college and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractors has undertaken a visit to the College and is aware of the operational conditions prior to the submission of the tender documents.

Following is the **scope of work** for the security services:

1. The agency is to provide security services for the college for a period of one year or for extended time at the discretion of the College.
2. Security has to be provided on all days i.e on all working days, non-working days and holidays (including Sundays). The security guards have to be deployed on a shift basis (8 hour) based on agreement between the college and the firm. During the period of leave/Holiday of any of the security guard, the service provider shall deploy another security guard with prior intimation to the College.
3. Only **Unarmed**, Ex-serviceman/ Ex-paramilitary personnel/civilian guards in proper uniform with verified antecedents will be employed.
4. **A total guards of six guards are required**, with minimum one female guard, all of whom would be working on shift basis following agreement between the college and the firm. The numbers of guards may be increased or decreased in the College as per requirement.
5. The agency will be responsible for payment to these guards/security personnel. No payment or honorarium what so ever will be paid by College to the security personnel deployed by the agency.
6. The agency will be responsible for ensuring proper conduct and discipline of the security personnel’s. College will have the right to diet the agency to remove/change any security guard without assigning any reason.
7. The agency will be responsible for taking all possible measures to safeguard the property, building and College premises. The agency will be held responsible for any loss of property due to negligence or failure to provide adequate security and will be liable to pay compensation. The agency will also be responsible for losses due to the negligence on the part of personnel employed by it.
8. The security staff employed will be responsible for locking and opening of all the class rooms, doors/windows and switching off all electric gadgets at the time of opening and closing of the College. The security staff will also be responsible for checking of water taps if left open. Any property left outside by College staff in any class room or office left unlocked by College Staff should be reported to the Principal immediately. The Principal will have the right to assign any other security/safety related duties to the security staff employed by the agency.

**ANNEXURE - I**

**Details of contracts successfully handled during last three years**

Details of major contracts with central government/ autonomous body/ state governments/ PSUs/ reputed private firms handled by the tendering agency for providing security services during the last three years in the following format.

*(Please enclose attested copies of the work/contracts awarded during the last three years)*

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No** | **Details of client along with address and contact details** | **Duration of Contract** | **Amount** **(Lakh per year)** |
|  |  |  |  |
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**(If the space provided is insufficient, a separate sheet may be attached).**

**ANNEXURE - II**

**PROFORMA FOR TECHNICAL BID**

|  |  |
| --- | --- |
| **1.** | **DETAILS of COMPANY/ FIRM/ ORGANISATION** |
|  | **Name** |  |
|  | **Registered Address** |  |
|  | **Address of Office at Delhi/NCR** |  |
|  | **Contact person/s** |  |
| **i.**  | Name |  |
| **ii.** | Designation |  |
| **iii.** | Contact number (landline) |  |
| **iv.** | Contact number (mobile) |  |
| **v.** | Email ID |  |
| **2.** | **Type of Firm***(Please tick and enclose copy of Memorandum/Articles of Association/Certificate of Incorporation)* | **Private Ltd / Public Ltd. /Cooperative / NGO / PSU** |
| **3.** | **PAN Number***(Please enclose attested photocopy)* |  |
| **4.** | **GSTIN Number***(Please enclose attested photocopy)* |  |
| **5.** | **Service Tax Regn. Number***(Please enclose attested photocopy)* |  |
| **6.** | **EPF Registration Number***(Please enclose attested photocopy)* |  |
| **7.** | **ESI Registration Number***(Please enclose attested photocopy)* |  |
| **8.** | **Annual Turnover for the last 3 years***-Should not be less than Rs 20 lakh* | **Mention enclosures***(Enclose copies of attested audited balance sheet and P&L A/c)* |
|  | 2017-18 |  |
|  | 2018-19 |  |
|  | 2019-20 |  |
| **9.** | **Experience of similar work in the field during the last three years***Should have provided housekeeping services in reputed organizations including at least one PSU/ Govt. Deptt. with work order not less than (i) Rs 20 lakh in one order: or**(ii) Rs.15 lakh each in two orders; or (iii)Rs. 10 each in three orders)* | **Mention enclosures***(Enclose copies of documentary evidence e.g. work order and corresponding satisfactory job completion certificates from clients specifying value and period of work order)* |
| **10.** | **Infrastructure Details** |
|  | **Workforce (Nos.)***-not less than 30 of various category.**-Please enclose the list giving employee-wise name, PF No. and ESI No.* |  |
| **11.** | **Earnest Money Deposit (EMD) Details** |  |
| **a.** | D.D. No. |  |
| **b.** | Date |  |
| **c.** | Amount |  |
| **d.** | Drawn on bank |  |

|  |  |
| --- | --- |
| ***Signature of authorized signatory*****Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*****Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*** | ***Official Seal*** |

***Documents to be submitted in technical bid***

1. Company Registration Certificate
2. Complete company profile
3. Copy of labour registration certificate of Delhi
4. Copy of private security agencies (Regulation) Act 2005 of Delhi
5. Valid GSTIN copy
6. PAN card copy
7. Copy of EPF registration
8. Copy of ESI registration
9. EMD DD of **Rs. 15,000/**-
10. Tender document DD of **Rs. 1000/-** (non-refundable)
11. 3-year Turnover certificate
12. 3-year ITR of the company
13. Experience proof documents (completion certificates /govt. work orders etc)

**ANNEXURE - III**

**PROFORMA FOR FINANCIAL BID**

|  |  |  |
| --- | --- | --- |
| 1. | Name of the site with address | **Sri Guru Nanak Dev Khalsa College**Dev Nagar, New Delhi-110 005 |
| 2. | Areas/blocks as per scope of work | **Office Block, Primary block, building, Open** **Area & toilets in each floor.***(It shall be deemed that the contractor has undertaken a visit to the College and is aware of the operational conditions prior to the submission of the tender documents).* |
| 3. | No. of days during one month for which service is required. | **24 hours security services (on shift basis), seven days a week.** |
| 4. | No. of Security guards required  | **Six (6) Guards including one female.** |
| 5. | Salary details per security guard: |
|  | **Details** | **Amount (in rupees) per guard for 8 hours** |
|  |  | *in figure* | *in words* |
| a. | **Minimum wage** per security guard (as per notification from the office of the Labour Commission of Government of NCT of Delhi) *(Labour Commissioner Notification is to be enclosed)* |  |  |
| b. | **E.P.F. Charges**, if applicable as per rule. |  |  |
| c. | **E.S.I. Charges**, if applicable as per rule. |  |  |
| d. | **Service Tax**, if applicable as per rule. |  |  |
| e. | **Service charges** inclusive of Uniforms/Bonus etc. per security. |  |  |
| 6. | **Total monthly charges** (per guard) |  |  |
| 7. | **Total monthly charges** (for six guards) |  |  |

|  |  |
| --- | --- |
| ***Signature of authorized signatory*****Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Designation\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | ***Official Seal*** |

**ANNEXURE - IV**

**Proforma towards Performance Security**

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

*Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*To*

**The Principal**

**Sri Guru Nanak Dev Khalsa College**

(University of Delhi)

Dev Nagar, Karol Bagh

Delhi 110005

Dear Sir,

1. In consideration of **Sri Guru Nanak Dev Khalsa College,**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the “Owner”, which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called 'the Contract' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having its registered/head office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and SRI GURU NANAK DEV KHALSA COLLEGE having agreed that the Contractor shall furnish to SRI GURU NANAK DEV KHALSA COLLEGE a performance guarantee for INR \_\_\_\_\_\_\_\_\_\_\_\_\_ 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 money to the extent of INR \_\_\_\_\_\_\_\_\_\_\_\_\_/- (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by SRI GURU NANAK DEV KHALSA COLLEGE 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 SRI GURU NANAK DEV KHALSA COLLEGE in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that SRI GURU NANAK DEV KHALSA COLLEGE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that SRI GURU NANAK DEV KHALSA COLLEGE may have in relation to the Contractor's liabilities.
4. The Bank further agrees that SRI GURU NANAK DEV KHALSA COLLEGE shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in SRI GURU NANAK DEV KHALSA COLLEGE against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of SRI GURU NANAK DEV KHALSA COLLEGE or any indulgence by SRI GURU NANAK DEV KHALSA COLLEGE to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of SRI GURU NANAK DEV KHALSA COLLEGE under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till SRI GURU NANAK DEV KHALSA COLLEGE discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of SRI GURU NANAK DEV KHALSA COLLEGE or that of the Contractor.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with 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 INR .\_\_\_\_\_\_\_\_\_\_\_\_\_ (in figures) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (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 SRI GURU NANAK DEV KHALSA COLLEGE under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of SRI GURU NANAK DEV KHALSA COLLEGE 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 \_\_\_\_\_\_\_\_ 2021 at \_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| **WITNESS NO. 1***(Signature)*Full name:Official Address: | **WITNESS NO. 2***(Signature)*Full name:Official Address: |