



GOVERNMENT OF ASSAM
DIRECTORATE OF HORTICULTURE & FOOD PROCESSING
No. Hort.FP/ 827/HMNEH-Indo-Israel / Gen Corrs Pond/2022-23/20 Dated 14.06.2023

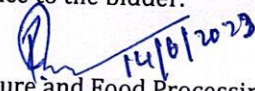
REQUEST FOR QUOTATION (RFQ)

Contract title: Digging out trenches along the boundary line at CoE, Khetri

The Director of Horticulture & Food Processing, Assam, invites quotation for Digging out trenches along the boundary line at CoE, Khetri .Under HMNEH as detail below from registered Contractor Class -I& II under Agriculture Department only, with a validity of 45 (Forty Five) days from the date of opening of the Bid.

Brief Description of the Works	Estimate Cost	Period of Completion
Digging out trenches along the boundary line at CoE, Khetri	Rs. 5,39,300.00	30 days

2. This Procurement notice includes the following documents¹ to facilitate preparation and submission of quotations, criteria for qualification, evaluation, and for award of contract; and relevant forms to be filled by the bidders.
 - i. Technical Specifications;
 - ii. Instructions to Bidders;
 - iii. Qualification Information;
 - iv. Format for Submission of Quotation;
 - v. Criteria for Evaluation and Award of Contract;
 - vi. Relevant Forms; and
 - vii. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
3. Quotations, both Technical Part and Financial Part shall be submitted to Director of Horticulture and Food Processing, Assam, Khanapara, Guwahati-781022 on or before 14.00 hours on 23rd June, 2023. The Quotations will be opened on 14.30 hours on 23rd June, 2023, in presence of the bidders or their representatives who choose to attend at the office of the undersigned. The sealed envelope should be superscribed as "Digging out trenches along the boundary line at CoE, Khetri". If the implementing agency's office happens to be closed on the date of opening of the Quotations as specified, the Quotations will be opened on the next working day at the same time.
4. The Director of Horticulture and Food Processing, Assam shall not be held liable for any delay in the receipt of Quotations. A Bidder requiring any clarification of the RFQ document may visit the office for the same. No hard copy of the RFQ will be provided by the office to the bidder.


14/6/2023
Director of Horticulture and Food Processing
Assam, Khanapara, Guwahati-780122

Instructions to Bidders

SECTION - 1

1. Scope of Works

The Director of Horticulture and Food Processing invites quotations for the repairing and renovation of structures as detailed in the table given below

Brief Description of the Works	Estimate Cost	Period of Completion
Digging out trenches along the boundary line at CoE, Khetri	Rs. 5,39,300.00	30 days

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Qualification of the bidder:

2.1. Qualification Information to be provided by the Bidder: the bidder shall provide information on his qualification which shall include:-

- Total monetary value of works executed by him for each year of the last 3 years;
- List of works (similar to the works described in Para 1) completed satisfactorily as a contractor during the last 3 years, enclosing certificates from the respective Employers in support of experience claimed along with the Employers' contact numbers;
- Report on his financial standing, along with last 3 years' financial statements/Profit and Loss Statements/CA Certified Annual Turnover Certificate; and
- Details of any litigation, during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount or award in each case (Give details of both completed and pending cases).

2.2. Qualification Criteria: to qualify for award of the contract the bidder:-

- Should have satisfactorily completed as a contractor at least one similar work of value not less than Rs. 5 Lakhs in the last three years;
- Should possess valid license for executing works, if any (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

3. Eligibility - Conflict of Interest: A Bidder (a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Procurement Guidelines; and (c) should not have been (i) temporarily suspended or debarred by any Govt. of Semi Govt. organization or (ii) blacklisted or suspended by Central or any State Government Departments in India.

4. Clarifications & Amendments: If the Employer receives any request for clarification of this RFQ document, it will intimate its response together with any amendment to this document, to all Bidders.

5. Quotation Prices

- a) The quotation shall be for repairing and renovation of the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, in the quotation shall be carried out by editing the information before submission.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.
- e)

6. Preparation of Quotations

6.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

6.2 Each bidder shall submit only one quotation. Bidders shall not contact other Bidders on matters relating to this quotation.

6.3 The quotation shall comprise two Parts, namely the Technical Part and the Financial Part. Both Parts shall be submitted simultaneously.

6.4 The Technical Part of Quotation shall comprise the following:

- (a) Letter of Quotation – Technical Part as per Format given in Section B;
- (b) Authorization: Power of Attorney of signatory of Quotation (Paragraph 1.1 of Qualification Information);
- (c) Annual Turnover: Confirmation showing Annual Turnover in construction works of similar nature in the last three financial years. [ITB Clause 2.1 (a)];
- (d) Qualifications:
 - (i) Qualification information and supporting documents relating to similar nature of works executed and payments received. (ITB Clause 2.1 (b) and paragraph 1.3 of Qualification Information);
 - (ii) Details of proposed sub-contractors; (Paragraph 1.4 of Qualification Information); and
 - (iii) Other details listed in Paragraphs 1.6 and 1.7 of the Qualification Information Form;
- (e) Complete address and contact details of the Bidder having the following information:

Name of Firm
Address for communication
Telephone No(s): Office
Mobile No.
Facsimile (FAX) No.
Electronic Mail Identification (E-mail ID)



- 6.5** The Financial Part of Quotation shall comprise the following:
- (a) Letter of Quotation - Financial Part;
 - (b) Priced Bill of Quantities: (using the BOQ with the RFQ document) wherein the rates shall be entered.

6.6 Signing of Quotations: The name and position held by each person signing the quotation and related documents must be typed or printed below the signature.

6.7 Deadline for Submission of Quotations: Quotations must be submitted no later than the deadline for submission of quotations viz. time 2:15 hours and date **23rd June, 2023**.

6.8 Validity of Quotation: Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. Quotation Submission:

(a) The Letter of Quotation – Technical Part, and Letter of Quotation – Financial Part shall be filled, signed and shall be Submitted along with the Priced Bill of Quantities without any alterations.

(b) All documents are required to be signed by the Bidder.

8. Opening of Quotations: The 'Technical and Financial Part' of the Quotations will be opened on the specified date and time.

(a) The Employer shall examine the technical part of the quotation to determine whether the quotation (a) has been properly signed (Clause 6.6); (b) meets the eligibility criteria (Clause 3); (c) is substantially responsive to the requirements of the RFQ document; and (d) meets the qualification criteria specified in ITB Clause 2.

(b) The Employer will examine and confirm that the Priced Bill of Quantities and related documents are in accordance with the requirements specified in the RFQ document.

(c) Only Quotations that are both substantially responsive to the RFQ document, and meet all Qualification Criteria shall qualify.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The bidder whose quotation is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Director of Horticulture and Food Processing, Assam, Khanapara, Guwahati-781022 the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in Clause 12. Failure of the successful



Bidder to furnish performance security shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for works by the Employer for a period of one year, in which case the Employer may make the award to the next lowest evaluated bidder or seek quotations afresh.

12. Period of Maintenance:

The "Period of Maintenance" for the work is six months from the date of taking over possession. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

13. Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor. Employer will not issue any material/equipment.

.....

A handwritten signature in blue ink, followed by the date '14/6' written below it.

SECTION - B

1. Format for Qualification Information.
2. Format for Submission of Quotation.
3. Format of Letter of Acceptance.

 4/16

QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.

[Attach copy]

1.2 Total value of similar repairing/renovation/ 2020-21 _____

construction work performed in the last 2021-22 _____

three years (in Rs. Lakhs) 2022-23 _____

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Descrip- tion of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of comple- tion</u>	<u>Actual date of compl etion*</u>	<u>Remarks explaining reasons for delay and work completed</u>
---------------------	-------------------------	--------------------------------------	---------------------	-------------------------------------	------------------------------------	--	--	--

Existing commitments and on-going works:

<u>Description of Work</u>	<u>Place & State</u>	<u>Contract No. & Date</u>	<u>Value of Contract (Rs. Lakhs)</u>	<u>Stipulated period of completion</u>	<u>Value of works* remaining to be completed (Rs. Lakhs)</u>	<u>Anticipated date of completion</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)


14/6

* Enclose a certificate from the Engineer concerned for completion as well as value of pending works.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
	*	*	*
	*	*	*
*	*	*	*
	*	*	*
*	*	*	*

1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Name of the work	Agreement number/date	Name & address of Employer	Contract Value in Rs	Cause of dispute	Amount Disputed	Remarks showing present status

[Handwritten signature]
4/16

Letter of Quotation-Technical Part

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Description of the Works*: Digging out trenches along the boundary line at CoE, Khetri

RFQ No.:

Our Reference: No..... Dated.....

To: (Employer's name and address)

Subject : Construction of.....

Reference : Letter No.....dated.....from.....

Sir,

1. We, the undersigned, hereby submit our Quotation in two parts, namely:

- (a) Technical Part; and
- (b) Financial Part

2. In submitting our Quotation, we make the following declarations:

- (a) No reservations: We have examined and have no reservations to the RFQ document;
- (b) Conformity: We offer to execute the subject work in conformity with the RFQ document and in accordance with the Period of Completion specified in Section A,;
- (c) Quotation Validity Period: Our Quotation shall be valid for the period of 45 days, from the deadline fixed for the Quotation submission;
- (d) Eligibility: We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred or blacklisted or suspended the Central or any State Government;
- (e) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

In the capacity of [insert legal capacity of person signing the Letter of Quotation]

Name of Bidder : _____

Address : _____

Dated on _____ day of _____, _____ [insert date of signing]

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.



Letter of Quotation–Financial Part

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

Description of the Works*: Digging out trenches along the boundary line at CoE, Khetri

RFQ No.: *[insert identification]*

Our Reference: No..... Dated.....

To:
(Employer's name and address)

Subject: Construction of.....

Sir,

1. We, the undersigned, hereby submit the second part of our Quotation, the Financial Part including the Quotation Price and Bill of Quantities. In submitting our Financial Part we make the following additional declarations:
 - (a) **Validity:** Our Quotation shall be valid for the period of 45 days from the deadline fixed for the Quotation submission;
 - (b) **Quotation Price:** The total price of our Quotation including any unconditional discounts, offered in accordance with the Conditions of Contract is at percentage above / below the estimated rates, i.e., for a total Contract Price of –
Rs.** _____ [in figures]
Rs. _____ [in words];
 - (c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Quotation]*

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ *[insert date of signing]*

** *To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.*

LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK

(LETTERHEAD OF THE EMPLOYER)

Dated: _____

To: _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your quotation dated _____ for execution of the _____ for the contract price of Rupees _____ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of..... (Employer) shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the required Performance Security, the contract, for the above said work, stands concluded.

Yours faithfully

Authorized Signature
Name and title of Signatory of Employer



Draft Contract Agreement form for
Construction through RFQ

ARTICLES OF CONTRACT AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20____ between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. **Contract Price**

The total Contract Price for the works (hereinafter referred to as the "total price") is Rs. ____ as reflected in Annexure - 1.

3.1 **Payments under its contract:**

Payments to the second party for the construction work will be released by the first party in the following manner:-

Completion of whole work	100% of the total cost
--------------------------	------------------------

3.2 Payments at each stage will be made by the first party:

- (a) on the second party submitting an invoice for an equivalent amount;
- (b) 100 % payment on certification of the invoice by the engineer nominated by the first party with respect to quality/quantity of works executed and satisfactory completion in the format in Annexure - 2; and

4. **Notice by Contractor to Engineer**

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in 45 days from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. 0.05% per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 3 % of the contract amount.

8. Duties and responsibilities of the first party

8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.

8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.

8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.

8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a fortnight where the second party or his representative at site will submit the latest information



including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

10. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11. Securities

The Performance Security (Bank Guarantee from a Nationalized or Scheduled Bank in India in the format attached) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;



- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the Clause 7 of this agreement

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

13. Payment upon Termination

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall give his award/decision within 60 days of start of proceedings.

The Priced Bill of Quantities (Annexure 1), Format of Certificate (Annexure 2) and Specification and Drawings (Annexure 3) are attached.

Signed and delivered by Sri. _____ for and on behalf of the Contractor

In the presence of the Witness:

- i)
- ii)

SIGNATURE

Signed and delivered by Sri _____ Deputy Executive Engineer/Executive Engineer/Superintending Engineer _____ of _____ for an on behalf of the Government.

In the presence of the Witness:

- i)
- ii)



SIGNATURE

Format of certificate

Certified that the works up to ----- stage (as defined in Clause 3.1 of the Agreement) in respect of construction of ----- at ----- have been executed satisfactorily in accordance with the terms and conditions of the agreement and as per approved drawings and technical specifications.

address)

Place:

Date:

Signature

Name & Designation (Official

Office seal



BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer]

_____ [address of Employer]

_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 3.1 of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee]¹ _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]² _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

²An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment, and denominated in Indian Rupees.



PERFORMANCE BANK GUARANTEE

(To be given from a nationalized or scheduled bank in India)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____