



CWC-ROBLR/PUR/CANTEEN

DATE:22.08.2024

NOTICE INVITING QUOTATION (NIQ)

NIQ for appointment of Service Provider for canteen/photocopy services at CFS Whitefield

The Regional Office, Bangalore, CWC invites Sealed Quotations from the Interested parties to provide canteen services at CFS Whitefield.

The sealed envelope containing quotations along with requisite documents should be superscripted '**Quotation for Canteen Facility at CWC, RO, Bangalore**'. All the bidders shall mandatorily submit a signed copy of the NIQ indicating their compliance to all terms and conditions mentioned in the NIQ.

For any late receipt/wrong delivery, the Corporation will not be liable and bid/quotation shall not be considered.

Schedule of submission:

Last Date & time of acceptance of quotation: 02.09.2024 UPTO 15.00HRS (tentatively)

Date of opening of quotation: 02.09.2024, 15.30HRS

Quotations shall be opened at **Central Warehousing Corporation, Regional Office. LF 10, Next to RBI Quarters, Nandini Layout, Bangalore-96** in presence of bidders who wish to be present at their own cost. If date of opening of quotation is declared on holiday the same will be opened on next working day. The Corporation reserves the right to accept or reject any or all the quotations without assigning any reason thereof. Conditional quotations shall not be accepted and the bidder should invariably mention their name, full address preferably on their letter head.

SCOPE OF WORK

Central Warehousing Corporation, Regional Office, Bangalore is inviting bids for running a canteen along with photo copier facility at CFS-Whitefield, Plot No.107-109, EPIP, KIADB Ind. Area, Whitefield, from interested parties / agencies who have proven experience in **running canteen in government / public sector and private Establishments.**

Service Provider shall at operate a canteen at CFS Whitefield, CWC and shall be responsible to provide Food items mentioned in ANNEXURE I at the Buyer's premises as mentioned in the NIQ/Contract as per requirement of CWC Staff, its Customers and Customs Officials and other stakeholders. In addition to the above, the Service Provider appointed shall also provide photocopier services at the centre.

The Estimated value of Contract is as below



Name of Place to Supply	Estimated value of Contract (Rs)
CFS Whitefield	Rs.4,00,000/-

1. **CONTRACT PERIOD:** One year from the date of commencement of operations with provision for extension up to 6 months after completion of 12 months as decided by the Regional Manager, CWC.
2. **PERFORMANCE SECURITY:** 5% of bid value to be submitted in the form of Bank Guarantee as per format attached in Annexure II.
3. **MONTHLY RENTALS/LICENSE FEE:** Rs. 6000 + GST for canteen services and photocopy facility.

TERMS AND CONDITIONS

1. PREMISES:

No permanent alterations or modifications in the premises provided for running the canteen and photocopier facility shall be carried out by the contractor. Prior Permission must be taken from the Regional office, CWC for making any permanent modification in the canteen space provided, No damage to the building/fixtures and fittings shall be caused by the licensee. In the event of any damage caused to the building, fixtures, compensations as assessed by the Manager shall be paid by the Service Provider to the Licensor i.e. Central Warehousing Corporation (CWC). The premises shall always be kept in a clean, good hygienic and sanitary condition. The contractor shall be responsible for compliance to all Municipal/Labour Laws and requirements of all applicable laws prevalent in Karnataka for operation of the canteen and photocopier/Xerox operations.

2. UTILITY FEE & PERIOD:

The contract shall be initially for a period of one year from the date of commencement of operations with the provision for extension not exceeding 6 months at the discretion of Regional Manager, **subject to the satisfactory service/functioning of the canteen.** The rentals/license fee payable by the Service Provider for the aforesaid contract will be Rs. 6000/- plus GST for canteen services and photocopier facility as applicable and the contract will be awarded to the successful Party. The rentals/license fee shall be paid in advance before 7th of every month. Delay in payment of monthly rentals shall attract penalty @ Rs 300/- per week till payment of the license fee/monthly rentals.

3. AWARD OF CONTRACT:

The contract will be awarded on the basis of the price quoted for menu/food item in the NIQ. The bidder that has quoted the lowest sum/total at Annexure I based on the sum of individual items



quoted shall be awarded the NIQ. The decision of the Regional Manager, CWC with respect to the award shall be final. The bidder shall be free to visit the CFS Premises and the facility before submitting the bid.

4. PERFORMANCE SECURITY:

A Performance Security of **5% of the bid value of Rs. 20,000/- (Twenty Thousand only)** must be deposited by the successful bidder in the form of Bank Guarantee to the bank account of “Central Warehousing Corporation” at Bangalore which was mentioned in the bid. The Bank Guarantee shall be returned after satisfactory completion of the period of contract and handing over the premises in its original condition and peaceful possession of the premises, otherwise the, whole or such part of Performance Security as the **same may deem fit** shall stand forfeited. The Performance Security may be revised and increased at the discretion of Regional Manager, CWC, RO, Bangalore, and the decision of the **Central Warehousing Corporation** in this regard shall be final and binding on the agency/contractor.

5. Requisite space required for running the canteen and photocopier facility at suitable location inside CFS Whitefield premises and the required minimum infrastructure as available shall be provided by CWC. The agency shall not use the allotted space/premises for any purpose other than the purpose for which contract is being awarded. The premises shall not be let on sublease by the agency.

6. The period of contract shall be for a period of one year with provision for further extension as stated earlier, however, the license/contract can be terminated at the option of CWC anytime during the currency of license, without assigning any reason, or as requested by the agency as the case may be by giving two-month **notice**. The Service Provider shall ensure compliance to all statutory obligations at all times and the same shall be verified by CWC.

7. Water & Electricity shall be provided by the Corporation, but the charges for the electricity and water as per actual consumption shall be reimbursed by the agency on monthly basis as per tariff in force from time to time and the payment shall be arranged by the agency within 7 days of demand. **Arrangement for drinking water is to be made by the agency only.**

8. The agency should have valid FSSAI license and the agency would be responsible for obtaining license, if any, required in connection with running the canteen and shall pay all taxes, fees etc., as applicable. The agency shall also comply with all mandatory provisions of various acts of local Government as in force and as may be required from time to time. The agency shall keep CWC indemnified from all acts of omission, default, breaches and or claims, demands, loss, injury, and expenses to which CWC may put to or involved as a result of his/her failure to fulfill any of the obligations hereunder and or under statues or any bye laws or rules framed hereunder or any of them.



9. It shall be the responsibility of the service provider to deploy adequate photocopier machine for meeting the requirements of CFS Whitefield. The standard rates of Rs 2/- per page shall be applicable for Xerox/photocopy.

10. The failure to deploy photocopier machine and non-functioning of photocopy machine after award shall result in penalty@ Rs 200 per day. It shall be the responsibility of service provider to ensure timely repair of the photocopier machine.

11. The working hours of the canteen shall be 09.00 to 23.00 Hours on all working days and no worker shall be allowed to remain inside the premises after 23.30 hours and on holidays.

12. The menu/food items shall be served by the agency at the approved rates and shall be displayed prominently for the notice of all the users. The agency shall supply quality food and also maintain the quality and quantity as per the terms and conditions of the contract. Similarly, photo copier facility shall be provided at the standard rate as mentioned in the NIQ and shall be displayed at prominent places for the notice of all concerned.

13. The agency will supply only such items specifically approved by the Management. However, more items can be included in the menu with the prior approval of the CWC management. No increase in the rates by the agency shall be allowed during the currency of the contract for one year and further extension thereof, if any.

14. The Bidder shall quote the rate in INR for the “item wise and total menu cost” as mentioned in the bid document. The bidder can quote any rate higher or lower than the estimated “item wise and total menu cost” indicated by the buyer. The service provider quoting minimum “total menu cost,” is selected for award of this service. For any disputes that may be arising out of this contract, the decision of the Regional Manager, CWC, RO, Bangalore shall be final.

15. SERVICE DETAIL AND STANDARDS AND RESPONSIBILITIES OF SERVICE PROVIDER

- a) The Service includes all serving staff, utensils, crockery, packaging, dispensers, hot/ cold buffet chafers, tablecloth, mats, glass wear and all other equipment required for serving the desired quality of food.
- b) All persons employed by the Service Provider shall be medically fit for handling food and certified for fitness before engagement by the Service Provider. The agency shall be responsible for deployment of adequate number of staff for ensuring the timely preparation of items as per menu and delivering the same to the customer. The agency shall provide the list of persons to be engaged in the canteen and photo copier facility and obtain entry pass for their entry inside the premises. He is solely responsible for the conduct and behavior of the




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persons engaged for the services and any losses caused by them to CWC employees/property etc. The agency will issue ID cards to their workers and entry of employees into the CFS Premises will be on the basis of the identity cards only.

- c) The food items supplied should be as per Government standards. If at any point of the time any penalty is imposed by the Government Authority i.e. by Food Inspector of Food Department, the same shall be borne by the Service Provider.
- d) The quality of raw materials for the preparation of meals / snacks and other items shall be of best quality. The quality of the ingredients to be used for preparation of meals/ snacks shall be strictly in accordance with the list provided.
- e) Service provider shall purchase and keep the raw materials stocks of minimum 5 days required for the preparation of various items, including the controlled items of good quality at his own cost.
- f) The service provider shall serve the food in healthy, ecofriendly packaging, also label all serving/ menu items with their name and/ or corresponding dietary restrictions (vegetarian, non-vegetarian, vegan, etc.)
- g) The agency shall arrange kitchenware's, equipment, cooking gas and the furniture required for canteen facility at his cost. The crockery used shall be clean, not old, faulty (cracked, scratched); the packaged food packets should not leak, and the cloth and paper napkins provided should be clean.
- h) Vegetarian and Non-Vegetarian dishes shall be prepared and served separately.
- i) All vegetables, fruits etc. used shall be fresh and not rotten or overripe. Milk and milk products such as curd, yoghurt, cheese etc. shall be of good quality and must be prepared and served fresh. All the items being used shall be stored properly and served before their expiry date.
- j) Non-vegetarian dishes shall be prepared from fresh and good quality egg, chicken, mutton, fish, or other sea foods as desired by the buyer and the same shall be purchased from the standard authorized shop.
- k) The non-vegetarian items shall be washed and marinated properly before cooking. The pieces of non-vegetarian items shall not be too small or too big, un-necessary shreds and small bone pieces shall be removed.
- l) The deployed canteen staff, shall be adequate as per requirements, trained, presentable, well dressed, well-mannered and well experienced to ensure timely, efficient, and prompt service.




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- m) The deployed canteen staff shall serve potable drinking water from the source to the dispensers and water coolers placed at all locations at the Buyer premise/ designated premises.
- n) The waste/garbage generated at the canteen / service facility for photo copier shall be removed from the campus by the agency on day-to-day basis.
- o) No items prohibited for sale like cigarette, tobacco products, intoxicating beverages, etc., (the items referred are only illustrative) be offered at the canteen by anyone and any violation shall entail termination of contract besides other action as deemed necessary.
- p) In case of non-availability of specifically demanded food item; the Service Provider shall communicate the same to Buyer at least 2 days prior.
- q) It is found that the quality of items supplied by the service provider and/or the services rendered are unsatisfactory or that the service provider has violated any terms and conditions of the contract and agreement, then in that event, the buyer will be entitled to terminate this contract, at any time without assigning any reasons whatsoever and without notice. However, Canteen operation shall be continued by buyer through other available sources at the service provider's cost, risk, and liability.
- r) The work shall be done in a neat workman like manner. The site must be cleared by the service provider including removal of waste and leftovers, etc. from time to time as these accumulate during the work. On completion the whole site must be left in a clean and tidy condition to the satisfaction of the SPOC.
- s) The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the contract.
- t) Food preparation shall be based on availability of the seasonal vegetables/ fruits.
- u) The staff provided by the service provider shall not be deemed employees of the user department hence the compliance of the applicable acts/ laws will be the sole responsibility of the service provider.
- v) The Buyer Canteen Committee of CWC constituted at CFS level shall be the sole authority to decide and judge the quality of the service rendered by the Service Provider and all other matters and his decision shall be final and binding.
- w) No Service Provider's staff shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without permission.




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- x) Any damages/ losses caused by Service Provider shall be borne by the Service Provider. The Licensor shall not be responsible for dues if any, to the agency from his clients/users of canteen. The agency shall be responsible for safety and security of the canteen premises and in the event of any damage to his equipment, injury to his workers, CWC shall not be responsible in any manner. The agency shall strictly adhere to the safety norms & guidelines to prevent untoward incident like accidents, fire etc.
- y) During the period of agreement, the Service Provider shall be fully responsible for entire Canteen arrangement at the CWC premises.
- z) The Service Provider, however, shall be required to adjust/change the serving timings as and when required depending upon the requirements of the CWC.
- aa) The Service Provider shall devote his full attention to the work of Canteen and shall discharge its obligations under the agreement most diligently and honestly. During the weekly visit, Service Provider's representative will also meet the CWC's officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of CWC.
- bb) The service provider shall maintain proper records as may be required under all Acts/ laws applicable to service provider's working and canteen workers at buyer's location which would be subject to check, from time to time, by the representative of CWC.
- cc) The Service provider shall prepare and serve fresh and wholesome meals/snacks/beverages to buyer and such other persons as approved by the buyer in the Canteen as required from time-to-time continuous canteen services at specified locations as may be decided by CWC.
- dd) The Service provider shall be bound at his own cost to repair any damage caused to the roads by the movements of his men, materials and equipment or any other purpose required by the service provider for enabling jobs.
- ee) Service provider shall have to run the canteen as per terms and conditions of contract specified hereunder as well as the General Conditions of Contract entirely at service provider's own cost including the entire cost of labor, materials, automobile van etc. except where otherwise provided in the agreement in an expressed manner.
- ff) The Service provider shall be responsible for proper upkeep and maintenance of the canteen premises, furniture, and fixtures, cooking and serving utensils and cutlery. When material supplied by the buyer becomes unserviceable, if the same are replaced by the buyer, would





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- only be replaced against the return of the unserviceable materials by the service provider; otherwise, the cost of such materials shall be borne by the service provider.
- gg) The service provider shall keep a proper inventory of the items placed at his disposal by the buyer and the same shall be verified by the representatives of the buyer along with service provider's personnel at the beginning and end of the Contract period.
- hh) The Service provider shall not use or allow to be used the canteen premises or any part thereof for dwelling purposes and shall not allow any outsiders to loiter and around the canteen building without valid authority.
- ii) The Service Provider shall provide canteen services in the dining area and/ or administrative building premises and/ or any other premise designated by the Buyer as per the service request and for the number of people mentioned by the Buyer.
- jj) The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
- kk) The Service Provider shall be responsible for maintaining hygiene and safety of cooking/ serving area and the canteen staff deployed at the premise where food is being prepared/ served.
- ll) Service provider shall abide by the Govt. laws relating to stocking of food grains, sale of food, etc. and shall obtain the necessary licenses from the competent authority, wherever applicable. The buyer at its discretion through its authorized representative may check the stock position of all the items to see that the above is being complied by the service provider. The agency shall follow the rules, regulations, and laws of the land as in force and prescribed from time to time by the licensor.
- mm) Penalties and fine can be imposed on either party in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, non/ delayed payment to the Service Provider for the services availed. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the service provider.
- nn) Penalties and fine are detailed below-

Sl. No	Nature of Default	1 st Instance	2 nd Instance	3 rd Instance
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1	Deficiency in quality of food items prepared.	1000/-	1500/-	Termination of Contract
2	Deficiency in cleanliness and maintenance of hygiene in Kitchen area	500/-	1000/-	Termination of Contract
3	Deficiency in cleanliness and maintenance of dining area	500/-	1000/-	Termination of Contract
4	Deficiency in cleanliness and maintenance of outside area including disposal of waste material	500/-	1000/-	1500/- or Termination of Contract
5	Misconduct of persons engaged by the licensee for the Canteen	500/-	1000/-	1500/- or Termination of Contract
6	Non-Adherence to approved rates/menu	500/-	1000/-	1500/- or Termination of Contract
7	Non Compliance to Statutory obligations	2000/- plus applicable fine by relevant Authority	5000/- plus applicable fine by relevant Authority	Termination of Contract

- 17 CWC/its representative at the unit shall have the right to search/inspect the canteen premises and agency's employees at any time while going out of the office premises and there shall be no grievance expressed/felt on this account either by agency or his employees.
- 18 The Service Provider appointed shall execute an agreement with CWC as per the format mentioned at Annexure II.
- 19 After the expiry of license or termination of license before expiry, as the case may be, agency shall be bound to vacate the allotted space in peaceful manner without causing any kind of interruption.
- 20 In the event of termination of the contract, the Regional Manager shall have the right to forfeit the entire or part of the amount of Performance Security deposited by the contractor or to appropriate the Performance Security or any part, thereof in or towards the satisfaction of any sum due to the claims for any damages, losses charges, expenses or costs that may be suffered or incurred by the Corporation.
- 21 The service provider shall upload bills with all supporting documents verified by the Manager-CFS Whitefield along with proof of payment of license fee in the BTS portal of CWC for



processing of payment by CWC. CWC shall not be held responsible for any delay in payment due to the delay in submission of bills or submission of bills without requisite documents.

22 Termination of Contract

22.1 The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

22.2 *Mutual consent*: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

22.3 *Breach of contractual obligations*: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so; or if the buyer fails to make payments to the service provider as per the payment process mentioned in the STC.

22.4 *Breach of SLAs*: The contract may also be terminated in case of repeated breach of any SLA beyond 3 instances as per buyer discretion.

22.5 However, termination of this Contract shall not affect any accrued rights or remedies of either party.

For any disputes that may be arising out of this contract, the decision of the Regional Manager, CWC, RO, Bangalore shall be final.

DATE:

I agree to the above terms and conditions.

(SIGNATURE OF THE AGENCY)



ANNEXURE - I

**TARIFF FOR FOOD ITEMS FOR RUNNING CANTEEN SERVICES AT CFS,
Whitefield**

S. N.	SNACKS/BREAKFAST/ LUNCH/DINNER	Weight (approx.)	Estimated Price (Rs)	Quotation by bidder (Rs)	NOTE:
1	Samosa	75 Gms	15/-		i) Chutney, Sambar is to be served with idly, dosai, vadai, uppuma and pongal items. ii) Branded items of Biscuits, snacks, soft drinks, mineral water shall be priced reasonably, not exceeding MRP.
2	Vadai/Masalvadai	50 Gms	10/-		
3	Plain Dosai	75 Gms	25/-		
4	Idly (2 Nos)	140 Gms	25/-		
5	Bajji/Bonda-2Nos.	75 Gms	30/-		
6	Pongal	100 Gms	40/-		
7	Uppuma	100 Gms	30/-		
8	Poori with Masala	80 Gms	40/-		
9	Parotta (2Nos.) with kuruma	150 Gms	40/-		
10	Tomato rice	200 Gms	40/-		
11	Sambar rice	200 Gms	40/-		
12	Lemon rice	200 Gms	40/-		
13	Vegetable Pulav/Biriyani	200 Gms	60/-		
14	Curd rice	200 Gms	40/-		
15	Chappathi (2 Nos.) with Kuruma	150 Gms	30/-		
16	Poha	150 Gms	30/-		
17	Bisibelle Bath	150 Gms	40/-		
18	Kesari Bath	100 Gms	50/-		
19	Semiya Upma	150 Gms	40/-		
20	Masala Dosa	1 Nos	50/-		
21	Set Dosa	3 piece per set	50/-		
22	Meals (Limited)	1 nos	40/-		
BEVERAGES					
23	Tea	100ML	10/-		
24	Coffee	100ML	10/-		
NON-VEGETARIAN					
25	Chicken Gravy/Fry	1 plate	60/-		
26	Fish Fry	1 Nos	60/-		
27	Plain Omlet	1 Nos	25/-		
28	Egg parotha	1 nos	40/-		
29	Meals (Non-Veg) [Ltd]	1 Nos	60/-		

क्षेत्रीय कार्यालय: एलएफ 10, 4वा क्रॉस, आरबीआई क्वार्टेस के निकट स्थ, नदिनी लेआउट, बैंगलोर 96

REGIONAL OFFICE: LF-10, 4TH CROSS, NANDINI LAYOUT, BANGALORE-96

फ़ोन/Phone: 080-23598862/64/ईमेल/Email-rmbhr@cewacor.nic.in, वेबसाइट/Website:www.cewacor.nic.in



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<i>Total Unit Rate for all items (1-29) is to be added and mentioned in the right box which would decide the L1 party.</i>	1070/-		
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I agree to the above rates for food items and photocopy rate (@Rs 2/page), during the term of contract period for one year and agree to review the rates after one year if required.

(SIGNATURE OF THE AGENCY)



Annexure II

Draft Agreement

Agreement Between M/s ----- and Regional Office, Bangalore, CWC for Canteen and Xerox Services at CFS Whitefield

This agreement is executed between Regional Office-Bangalore, Central Warehousing Corporation and M/s----- towards providing of Canteen and Xerox Services at CFS Whitefield for a maximum period of 12 months by M/s ----- . The terms and conditions for providing Canteen and Xerox services are as follows: -

1. The Agreement shall be for a period of 12 months for the period from ----- to ----- with provision for extension up to 6 months However, the agreement can be curtailed by the Regional Manager CWC as per requirement.
2. M/s ----- shall be responsible for providing the canteen and Xerox/photocopier machines services for CWC staff, Customs Officials and Customers of CWC at CFS Whitefield. M/s ----- has agreed to provide food/snacks/Xerox in accordance to the rates mentioned at Annexure-I.
3. M/s _____ has submitted a Performance Security in the form of Bank Guarantee as per terms and conditions of NIQ.
4. M/s _____ has submitted Rs. _____ in the bank account of CWC. CWC shall have the right to forfeit part or entire Performance Security on account of non-compliance/damage to property or recover the same from the bills of M/s ----- .
5. M/----- shall be responsible for upkeep and maintenance of the Canteen Premises and all furniture/fixture provided by CWC. M/s ----- shall also be responsible for providing quality food to its Customers failing which the contract is liable for termination. M/s ----- shall be responsible for making good any damage to property/fixture of CWC caused by them.
6. M/s ----- shall pay the electricity & water charges on monthly basis as per their usage.
7. M/s ----- shall pay the lease rent of Rs. _____ on monthly basis to CWC for utilizing the space.
8. M/s ----- shall raise monthly bills on CWC for the canteen services provided to Custom/CWC officials for its reimbursement.
9. The Service provider shall comply to the terms & conditions mentioned in the NIQ during the agreement period and further extension thereof.



Annexure III

BANK GUARANTEE

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)


This Deed of Guarantee made this _____ day of _____ between (_____ Name of Bank) having its registered office at _____ (place) and one of its local offices at (hereinafter referred to as the **Surety**), in favour of Central Warehousing Corporation, a Statutory Corporation established under the Central Warehousing Corporation Act, 1962 having its Corporate Office at 4/1 Sri Institutional Area, August Kranti Marg, HauzKhas, New Delhi 110016 (hereinafter referred to as CWC).

WHEREAS, M/s. _____ (hereinafter referred to as “Contractor”) having its registered office at _____ is bound to furnish Security Deposit to CWC in connection with the Contract awarded to the Contractor for Handling & Transport contract at _____ name of the centre).

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Contract awarded by CWC to the Contractor, hereby undertake to pay on demand by the CWC and without demur, and without notice to the Contractor, the said amount of Rs. _____ (Rupees _____ only).
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Contractor and by dissolution or any change in the constitution of CWC, Contractor or the Surety.
3. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of CWC in writing.
4. Notwithstanding anything contained in the foregoing, the Surety’s liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only).
5. This Guarantee shall remain in force and effective up to and shall expire on _____ and become ineffective only on written intimation given to the Surety by CWC for this purpose and in that case this Guarantee shall stand discharged.
6. The Surety will make the payment pursuant to the Demand issued by CWC notwithstanding any dispute or disputes raised by the Contractor against CWC, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal




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as the Surety's liability under this guarantee is absolute and unequivocal.

7. Any forbearance, act or omission on the part of CWC in enforcing any of the conditions of the awarded Contract or showing any indulgence by CWC to the Contractor shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by CWC.
8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before [REDACTED] the Surety shall be discharged from all liabilities under Guarantee thereafter.
9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.
10. Cover message for this BG has been sent to CWC bankers i. e. ICICI Bank, 9Phelps Building, Connaught Place, New Delhi, (IFSC Code: ICIC0000007) through SFMS.

SIGNED AND DELIVERED

For and on behalf of

For and

on behalf of above named Bank

(Banker's Name and Seal)