NOTICE INVITING E-TENDER

FOR

Comprehensive Annual Repair and Maintenance (Day to Day) and special repairs including all Civil Works, Internal & External Electrical works /DG Sets/ Substation equipments, Operation & CAMC of HVAC System, Mechanized Housekeeping, Plumbing & Drainage works, Horticulture, Operation & CAMC of Lifts, RO & Water Cooler, General Pest Control, STP Plants, Building Management System (BMS) with CCTV camera, Fire Fighting system with Wet Riser, Sprinkler & Fire Alarm, IT Works (Operation & CAMC of Audio & Video Conferencing Systm, Access Control System, Active & Passive network components) and UPS etc as mentioned in the tender document of CBI HQ Building, Pocket 5B, CGO Complex, New Delhi. CBI HQ Building, CGO Complex, New Delhi-110003
NOTICE INVITING E-TENDER

1. Central Bureau of Investigation hereby invites online open tender from 'PWO/PSU fulfilling the eligibility criteria as mentioned in subsequent paragraphs' in two bid system for carrying out the Comprehensive Annual Repair and Maintenance (Day to Day) and special repairs including all Civil Works, Internal & External Electrical works /DG Sets/ Substation equipments, Operation & CAMC of HVAC System, Mechanized Housekeeping, Plumbing & Drainage works, Horticulture, Operation & CAMC of Lifts, RO & Water Cooler, General Pest Control, STP Plants, Building Management System (BMS) with CCTV camera, Fire Fighting system with Wet Riser, Sprinkler & Fire Alarm, IT Works (Operation & CAMC of Audio & Video Conferencing System, Access Control System, Active & Passive network components) and UPS etc. as mentioned in the tender document of CBI HQ Building, Pocket 5B, CGO Complex, Lodhi Road, New Delhi. -110003

<table>
<thead>
<tr>
<th>Tender Document No.</th>
<th>DPAD1/2019/25/18/24/2016 dated 03.01.2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of work</td>
<td>Tender for Comprehensive Annual Repair and Maintenance (Day to Day) and special repairs including all Civil Works, Internal &amp; External Electrical works /DG Sets/ Substation equipments, Operation &amp; CAMC of HVAC System, Mechanized Housekeeping, Plumbing &amp; Drainage works, Horticulture, Operation &amp; CAMC of Lifts, RO &amp; Water Cooler, General Pest Control, STP Plants, Building Management System (BMS) with CCTV camera, Fire Fighting system with Wet Riser, Sprinkler &amp; Fire Alarm, IT Works (Operation &amp; CAMC of Audio &amp; Video Conferencing System, Access Control System, Active &amp; Passive network components) and UPS etc. as mentioned in the tender document of CBI HQ Building, Pocket 5B, CGO Complex, New Delhi.</td>
</tr>
<tr>
<td>Brief Scope of work</td>
<td>Annual Repair and maintenance, Civil work, Electrical work, IT Works, Building Utility and building management services etc.</td>
</tr>
<tr>
<td>Period of contract execution</td>
<td>Twelve (12) Months reckoned from 3rd day after issue of LOA and 'Period will be extended for further period on same terms &amp; conditions' with the approval of Competent Authority.</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>Rs. 15,00,000/- (Rupees fifteen lakh only) to be deposited in the form of Demand Draft / Pay Order / Bankers Cheque in favour of &quot;Administrative Officer (P), Central Bureau of Investigation&quot; payable at Delhi / New Delhi or Bank Guarantee from any Nationalised or approved Scheduled Banks in favour of Administrative Officer(P) Central Bureau of Investigation with its Head Quarter at</td>
</tr>
<tr>
<td><strong>Pocket-5-B, CGO Complex, New Delhi-110003 as per Performa (Annexure-IV) given in the NIT.</strong></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td></td>
</tr>
<tr>
<td><strong>Date &amp; time of publishing of tender on CPP Portal</strong></td>
<td><strong>03.01.2019 at 1600 hrs</strong></td>
</tr>
<tr>
<td><strong>Document download start date &amp; time</strong></td>
<td><strong>04.01.2019 at 1200 hrs</strong></td>
</tr>
<tr>
<td><strong>Date for Pre Bid Clarification meeting with the prospective vendors</strong></td>
<td><strong>14.01.2019 at 1600 hrs</strong></td>
</tr>
<tr>
<td><strong>Bid submission start date &amp; time</strong></td>
<td><strong>15.01.2019 at 1100 hrs</strong></td>
</tr>
<tr>
<td><strong>Bid submission closing date time</strong></td>
<td><strong>24.01.2019 at 1100 hrs</strong></td>
</tr>
<tr>
<td><strong>Date &amp; time of opening of tender(Technical Bids)</strong></td>
<td><strong>25.01.2019 at 1600 hrs</strong></td>
</tr>
<tr>
<td><strong>Date &amp; Time of Opening of Financial Bids (Price Bid)</strong></td>
<td><strong>To be intimated later</strong></td>
</tr>
</tbody>
</table>

The tender document in all respect shall be received only on CPP Portal(URL: [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) and can be downloaded from CBI website “Corrigendum” if any, would appear only on the above website.

1. **Minimum Eligibility Criteria**

The interested **PWO/PSU** should meet the following minimum qualifying criteria:

**A. Work Experience:**

i) Experience of having successfully completed similar works during the last 7 years ending previous day of last date of submission of tenders:

a. Three similar works each costing not less than Rs2,00,00,000. or

b. Two similar works each costing not less than Rs.3,00,00,000  or

c. One similar work costing not less than Rs.4,00,00,000.

“Similar works” shall mean “Residential/Official/Commercial Complex in Annual running & Maintenance of buildings including Mechanized Housekeeping, Civil, E & M, horticulture, Fire Fighting, Fire Alarm, Sanitary installations, Pest Control, Operation of Lifts, DG sets and STP and CAMC of RO / Water Cooler, Building Management system and UPS in public /Private sector

The past experience in similar nature of work should be supported by certificates issued by the client’s organization. In case of the work experience is of private sector the completion certificate shall be supported with copies of corresponding TDS certificates. Value of work will be considered with the value of TDS Certificates.
ii) The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion to previous day of last day of the submission of tenders.

iii) Joint-venture / consortia of firms / private firms/ companies shall not be allowed and the bidders should meet the above criteria themselves.

B. Financial Strength:

i) The Average annual financial turnover during the last 3 years, ending 31st March of the FY 2017-18 should be at least Rs.1,50,00,000. The requisite Turn Over shall be duly certified by a Chartered Accountant with his Seal / signatures and registration number.

ii) Net Worth of the company / firm as on 31st March of previous Financial Year, should be positive.

iii) The Bidder should not have incurred any loss in more than two years during available last five consecutive balance sheets.

iv) The bidders are required to upload and submit page of summarized Balance Sheet (Audited) and also page of summarized Profit & Loss Account (Audited) for last five years.

The bidder who fails to submit the copies of above certificates/documents online for opening of their Price Bids and their tender will be rejected.

2. The intending tenderer must read the terms and conditions of CBI carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required. Information and Instructions for Tenderers posted on Website(s) shall form part of Tender Document.

3. The Tender Document as uploaded can be viewed and downloaded free of cost by anyone including intending tenderer. But the tender can only be submitted after uploading the mandatory scanned documents such as a) Demand Draft / Pay order or Banker’s Cheque towards cost of tender document, b) Demand Draft/Pay Order or Banker’s Cheque / Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD& All other documents shall be as per Notice Inviting e-tender.

4. **Set of Contract/Tender Documents:**

The following documents will constitute set of tender documents:
a) Notice Inviting e-Tender
b) Guidelines for submission of tender
c) Scope of work
d) General condition and Technical Specification
e) Bill of Quantities
f) Quoting Sheet for Tenderer
g) Special conditions of contract
h) Memorandum (Annexure-I)
i) Acceptance of tender conditions (Annexure-II)
j) Annexure-III of NIT – Affidavit for correctness of Documents / Information
k) Addendum/Corrigendum, if any duly signed by authorized person

5. The tenderers are required to quote strictly as per terms and conditions, specifications, standards given in the tender documents and not to stipulate any deviations.

The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done on the basis of documents uploaded on website by the bidders with the bids. The information should be submitted in the prescribed proforma. Bids with Incomplete / Ambiguous information will be rejected.

The Bank Guarantee for EMD submitted by the bidders shall be strictly in the format prescribed in the NIT. In case, EMD is not found verbatim in the prescribed format, the bid will be liable for rejection.

6. The bidders are advised in their own interest to submit their bid documents well in advance from last date/time of submission of bids so as to avoid problems which the bidders may face in submission at last moment / during rush hours.

7. On opening date, the tenderer can login and see the tender opening process.

8. Contractor can upload documents in the form of JPG format and PDF format.

9. Contractor to upload scanned copies of all the documents including valid GST registration, EPF & ESIC registration, PAN No. as stipulated in the tender document.

10. If the tenderer is found ineligible after opening of tenders, his tender shall become invalid.

11. Notwithstanding anything stated above, CBI reserves the right to assess the capabilities and capacity of the tenderer to perform the contract, in the
overall interest of CBI. In case, tenderer’s capabilities and capacities are not found satisfactory, CBI reserves the right to reject the tender.

12. **Certificate of Financial Turn Over:** At the time of submission of tender, the tenderer(s) shall upload Affidavit / Certificate from Chartered Accountant mentioning Financial Turnover of last 3 years or for the period as specified in the tender document and further details if required may be asked from the tenderer after opening of technical tenders. There is no need to upload entire voluminous balance sheet.

13. The tenderer(s) if required, may submit queries, if any, through E-mail and in writing to the tender inviting authority to seek clarifications within 7 days from the date of uploading of Tender on website. CBI will reply only those queries which are essentially required for submission of bids. CBI will not reply the queries which are not considered fit like replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents, queries received after 7 days from the date of uploading of Tender on website, request for extension of time for opening of technical bids, etc. Technical Bids are to be opened on the scheduled dates as far as possible. Requests for Extension of opening of Technical Bids will not be entertained.

14. **List of Documents to be scanned and uploaded within the period of tender submission:**

   a) Demand Draft/Pay Order or Banker’s Cheque/ Bank Guarantee of any Nationalized or all Commercial Scheduled Bank against EMD.

   b) Memorandum Annexure-I of NIT.

   c) Letter of Acceptance of Tender Conditions unconditional (Annexure II) of NIT on letter head of the bidder.

   d) Annexure-III of NIT – Affidavit for correctness of Documents / Information.

   e) Details of Work Experience Certificates

   f) Details of Similar Works

   g) Financial Details

   h) TDS details for Private Sector Projects.

   i) Documents regarding Net Worth of the Company Firm.

   j) Power of Attorney of the person authorised for signing/submitting the Tender.

   k) Valid GST registration, EPF registration, ESIC registration, PAN No.
l) All pages of the entire Corrigendum (if any) duly signed by the authorized person.

m) Integrity pact

n) Registration Details of the contractor in the GST Act in the State at the location of the Project.

NOTE: All the uploaded documents should be in readable, printable and legible form failing which the Bids shall not be considered for evaluation.

15. (a) No Clarification will be sought in case of non-submission of EMD of requisite amount or Unconditional letter of acceptance or Affidavit for correctness of document/information. In such cases the bid shall be rejected outright without seeking any further clarification/document.

(b) All the uploaded and submitted documents shall be considered as duly signed by contractor/authorized representative.

16. CBI reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. CBI does not bind itself to accept lowest tender. The CBI reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by CBI after split up at the quoted/negotiated rates. No claim of the contractor whatsoever shall be entertained by CBI on this account.

17. For all scheduled BOQ items, the nomenclature/rates/unit of applicable DSR item shall be applicable. In case, any ambiguity is observed in scheduled BOQ items, nomenclature, unit and rate of relevant DSR item will hold good.

18. Canvassing in connection with the tender is strictly prohibited, and such canvassed tenders submitted by the contractor will be liable to be rejected and his earnest money shall be absolutely forfeited.

19. In case of any query, please contact Shri D.D.Sinha, Office Supdt. AD-I Section CBI HO on Telephone No 011-24361825 during the Office hours.

-sd-

Administrative Officer(P)
CBI, HQ
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Values / Description to be Applicable for Relevant Clause(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Name of Work</td>
<td>Tender for Comprehensive Annual Repair and Maintenance (Day to Day) and special repairs including all Civil Works, Internal &amp; External Electrical works /DG Sets/ Substation equipments, Operation &amp; CAMC of HVAC System, Mechanized Housekeeping, Plumbing &amp; Drainage works, Horticulture, Operation &amp; CAMC of Lifts, RO &amp; Water Cooler, General Pest Control, STP Plants, Building Management System (BMS) with CCTV camera, Fire Fighting system with Wet Riser, Sprinkler &amp; Fire Alarm, IT Works (Operation &amp; CAMC of Audio &amp; Video Conferencing System, Access Control System, Active &amp; Passive network components) and UPS as mentioned in the tender document of CBI HQ Building, Pocket 5B, CGO Complex, New Delhi.</td>
</tr>
<tr>
<td>2)</td>
<td>Type of Tender</td>
<td>Open tender for PSU/PWO</td>
</tr>
<tr>
<td>3)</td>
<td>Earnest Money Deposit</td>
<td>Rs. 15,00,000/- (Rupees fifteen lakh only)</td>
</tr>
<tr>
<td>4)</td>
<td>Period of contract execution</td>
<td>Twelve (12) Months reckoned from 3rd day after issue of LOA and ‘Period will be extended for further period on same terms &amp; conditions’ with the approval of Competent Authority.</td>
</tr>
<tr>
<td>5)</td>
<td>Mobilization Advance</td>
<td>Nil</td>
</tr>
</tbody>
</table>
| 6)     | Schedule of Rates applicable | Civil Works : DSR 2016  
Sanitary Works : DSR 2016  
Electrical Works : DSR 2016                                                                                               |
| 7)     | Validity of Tender           | 90 days                                                                                                                   |
| 8)     | Performance Guarantee        | 10.00 % (Ten Percent Only) of contract value within 7 days from the issue of Letter of Award                              |
| 9)     | Security Deposit / Retention Money | 2.5% (Two Point Five Percent Only) of the gross value of each running / final bill.                                         |
10) Deviation limit for all works except foundation. | BUILDING/ Interior WORK | ANNUAL REPAIR & MAINTENANCE OF BUILDING | ROAD WORK |
<table>
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<th></th>
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</tr>
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<tbody>
<tr>
<td>30%</td>
<td>N.A</td>
<td>N.A</td>
<td></td>
</tr>
</tbody>
</table>

Note:- The Deviation Limit of Building Work shall also apply for combined works (Building and Road)

11) Escalation | All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation shall be applicable on this contract

12) Defect Liability Period | Twelve months from the date of taking over of the works by the CBI whichever is later.

13) General Conditions of Contract | CPWD GCC 2014 with latest amendments, if any.
Annexure – II

ACCEPTANCE OF TENDER CONDITIONS

From: (On the letter head of the company by the authorized officer having power of attorney)
Administrative Officer(P)
Central Bureau of Investigation,
CBI Head Quarter,
Pocket-5B, CGO Complex,
New Delhi-110003

Sub: Tender for the Comprehensive Annual Repair and Maintenance (Day to Day) and special repairs including all Civil Works, Internal & External Electrical works /DG Sets/ Substation equipments, Operation & CAMC of HVAC System, Mechanized Housekeeping, Plumbing & Drainage works, Horticulture, Operation & CAMC of Lifts, RO & Water Cooler, General Pest Control, STP Plants, Building Management System (BMS) with CCTV camera, Fire Fighting system with Wet Riser, Sprinkler & Fire Alarm, IT Works (Operation & CAMC of Audio & Video Conferencing System, Access Control System, Active & Passive network components) and UPS as mentioned in the tender document of CBI HQ Building, Pocket 5B, CGO Complex, New Delhi.

Sir,

i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.

ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.

iii) I/We have viewed and read the terms and conditions of this GCC/SCC carefully. I/We have downloaded the following documents forming part of the tender document:

a) Notice Inviting e-Tender
b) Guidelines for submission of tender
c) Scope of work
d) General condition and Technical Specification
e) Bill of Quantities
f) Quoting Sheet for Tenderer
g) Special conditions of contract
h) Memorandum (Annexure-I)
i) Acceptance of tender conditions (Annexure-II)
j) Annexure-III of NIT – Affidavit for correctness of Documents / Information.

k) Addendum/Corrigendum, if any- Duly signed by authorized person

iv) I/we have uploaded the mandatory scanned documents such as EMD and other documents as per Notice Inviting e-tender AND I/We agree to pay the EMD, (only receipt/proof of online payment) and other documents in physical form in the form and manner as described in NIT/ITT.

v) Should this tender be accepted, I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay CBI, or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

vi) If I/we fail to commence the work after the date of issue of Letter of Award and/or I/we fail to sign the agreement as per Clauses of Contract and/or I/we fail to submit performance guarantee as per of Clauses of Contract, I/we agree that CBI shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Yours faithfully,

(Signature of the tenderer with rubber stamp)
AFFIDAVIT

(To be submitted in original by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public)

(To be submitted in Envelop-1)

Affidavit of Mr. ............................................... S/o ............................................. R/o .............................................

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s ………………………………………. Having its Head Office/Regd. Office at ………………………………………………………………………………

2. That the information/documents/Experience certificates submitted by M/s………………. along with the tender for ………………… (Name of work) ……………………………………………………………………………………………………………………………………

To Central Bureau of Investigation are genuine and true and nothing has been concealed.

3. I shall have no objection in case CBI verifies them from issuing authority (ies). I shall also have no objection in providing the original copy of the document(s), in case Central Bureau of Investigation demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, CBI at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.

5. I shall have no objection in case Central Bureau of Investigation verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before Central Bureau of Investigation receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, Central Bureau of Investigation shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

7. I hereby confirm that our firm/company is not blacklisted/barred/banned from tendering by Central Bureau of Investigation. If this information is found incorrect, Central Bureau of Investigation at its discretion may disqualify / reject / terminate the bid/contract.

8. The person who has signed the tender documents is our authorized representative. The Company is responsible for all of his acts and omissions in the tender.

I, ....................................., the Proprietor / Authorised signatory of M/s.......................
do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at ................this.................day of .....................

DEPONENT

ATTESTED BY (NOTARY PUBLIC)
Annexure-IV

PROFORMA OF BANK GUARANTEE
IN LIEU OF E M D (TENDER BOND)

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)
Administrative Officer(P)
Central Bureau of Investigation,
CBI Head Quarter,
Pocket-5B, CGO Complex,
New Delhi-110003

In consideration of Central Bureau of Investigation, having its Registered Office at CBI Head Quarter, Pocket-5B, CGO Complex, New Delhi-110003 (hereinafter called "Central Bureau of Investigation" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No.......... and M/s............... having its Registered Head Office at.......... (hereinafter called the "TENDERER") is to participate in the said tender for.......... Whereas Central Bureau of Investigation, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs....... valid upto........ from the tenderer in lieu of Cash Deposit of Rs........ required to be made by the tenderer, as a condition precedent for participation in the said tender. We the........(hereinafter called the "BANK") having its Registered Office at........ and branch office at...... do hereby unconditionally and irrevocably undertake to pay to Central Bureau of Investigation on demand in writing and without demur/protest any amount but not exceeding Rs........ Any such demand made by Central Bureau of Investigation shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the....... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of Central Bureau of Investigation in writing and this guarantee shall remain valid upto........ upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :

DATED :

WITNESS.

1. 

2. 

Page 13 of 15
Annexure-V

PROFORMA OF BANK GUARANTEE (PERFORMANCE)
(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

Administrative Officer(P)
Central Bureau of Investigation,
CBI Head Quarter,
Pocket-5B, CGO Complex,
New Delhi-110003

Whereas the Central Bureau of Investigation, having its Registered Office at CBI Head Quarter, Pocket-5B, CGO Complex, New Delhi-110003 (hereinafter called "CBI" which expression shall include its successors and assigns) having awarded a work order/contract / supply order No. dated (hereinafter called the contract) to M/s. ................. ................................... (hereinafter called the contractor / supplier) at a total price of Rs................. subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs............... (Rupees...................) being ...............% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to Central Bureau of Investigation, immediately on demand in writing and without protest/or demur all moneys payable by the contractor/supplier to Central Bureau of Investigation in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by Central Bureau of Investigation by reason of any breach by the contractor/supplier of any of the terms and conditions contained in the contract as specified in the notice of demand made by Central Bureau of Investigation to the bank. Any such demand made by Central Bureau of Investigation on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee, shall be limited to Rs..............in the aggregate and the bank hereby agrees to the following terms and conditions:-

(i) This guarantee shall be a continuing guarantee and irrevocable for all claims of Central Bureau of Investigation as specified above and shall be valid during the period specified for the performance of the contract.

(ii) We, the said bank further agree with CBI that CBI shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by CBI against the contractor/ supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of CBI or any indulgence by CBI to the contractor or by any such matter or thing

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whichever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

(iii) This guarantee / undertaking shall be in addition to any other guarantee or security whatsoever CBI may now or at any time have in relation to the performance of the works/equipment and the company shall have full recourse to or enforce this security in performance to any other security or guarantee which the CBI may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for CBI to proceed against the said contractor/supplier before proceeding against the Bank.

(iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier/ contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to CBI in terms thereof are paid by the Bank.

(v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the supplier/contractor (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the supplier/contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to CBI in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of CBI in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this .................. day of ..................... at..........

For and on behalf of Bank

WITNESS.

1._______________

2._______________