



National Highways & Infrastructure Development Corporation Ltd.
(Ministry of Road Transport & Highways)
Government of India

**Comprehensive Annual Maintenance and operation of Audio
Visual Projection system & sound re-inforcement system and
Audio conferencing system for Media Room at Ministry of
Road Transport & Highway, Transport Bhawan, New Delhi-
110001**

REQUEST FOR PROPOSALS

Aug, 2017

National Highways & Infrastructure Development Corporation Ltd.
PTI Building, 3rd Floor, 4, Parliament Street, New Delhi-110001

Notice Inviting RFP

Bid/ Package no. NHIDCL/MR/Pkg-II/2015

Dated 23/08/2017

RFP for Comprehensive Annual Maintenance and operation of **Audio Visual Projection system & sound re-inforcement system and Audio conferencing system for Media Room at Ministry of Road Transport & Highway, Transport Bhawan, New Delhi-110001.**

1. NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. of India (hereinafter called “the Employer”) hereby invites item rate bids on two envelopes systems for the following works from the Manufacturer/Authorized service provider **of the Barco/Delta/Extron make Audio Visual Equipments** for the following work:

Sr. No.	Name of work and location	Estimated cost	Cost of RFP documents	Completion period	Earnest Money Deposit/Bid Security	Last date & time of submission of bid, EMD and other documents
1	Comprehensive Annual Maintenance and operation of Audio Visual Projection system & sound re-enforcement system and Audio conferencing system for Media Room at Ministry of Road Transport & Highway, Transport Bhawan, New Delhi-110001	13,18,600/-	5,000	12 Months	Rs. 20,000 in the form of Demand Draft	13.09.2017 Upto 1500 hours

2. The complete BID document can be viewed / downloaded from official portal of NHIDCL <http://www.nhidcl.com> from 24.08.2017 to 13.09.2017 (upto 15.00 Hrs. IST). Bid must be submitted as physical mode only consisting of 2 envelope i.e. one for technical bid and second envelope for financial bid on or before 13.09.2017 (upto 15.00 hours IST). Technical Bid received shall be opened on 14.09.2017 (at 1530 hours IST) and the date of financial bid opening shall be intimated after publishing the result of technical evaluation.

3. Bid Security, Document fee, Power of Attorney etc and other technical documents shall be submitted physically by the Bidder on or before 13.09.2017 (at 1500 hours IST), Please note that the Employer reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

4. **Schedule of Bidding Process**

The Authority shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	23.08.2017
2.	BID document can be viewed/downloaded from official portal of NHIDCL www.nhidcl.com	23.08.2017
3.	Last date for receiving queries	01.09.2017 (14:00 Hours)
4.	Pre-BID meeting at NHIDCL HQ	01.09.2017 (15:00 Hours)
6	Authority response to queries latest by	05.09.2017 (17:00 Hours)
7.	BID Due Date	13.09.2017 (15:00 Hours)
8.	Physical Submission of all tender documents	13.09.2017 (15:00 Hours)
9.	Opening of Technical BIDs at NHIDCL HQ	14.09.2017 (15:30 Hours)
10.	Declaration of eligible / qualified bidders	To be intimated later
11.	Opening of Financial BID	To be intimated later
12.	Letter of Award (LOA)	To be intimated later
13.	Validity of BID	To be intimated later
14.	Signing of Agreement	To be intimated later

Yours sincerely,

(Col. Rajeev Sood)
General Manager (Tech)
National Highway & Infrastructure
Development Corporation Ltd.
PTI Building, 3rd Floor,
4, Parliament Street,
New Delhi-110001
Ph. 011-23461621
Email: gm5@nhidcl.com

Instruction to Bidders (ITB)

1. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.nhidcl.com free of cost.
4. Bids can only be submitted after deposition of Bid Security/EMD in the form of Demand Draft issued from Schedule Bank in favour of National Highways & Infrastructure Development Corporation Ltd. payable at New Delhi, refundable not later than 90 days from the Bid Due Date, except in the case of the Selected Bidder, whose Bid security shall be retained till, submission of performance security, before signing of agreement.

List of Documents to be submitted within the period of bid submission:-

1. EMD in the form of Demand Draft issued from schedule Bank in favour of National Highways & Infrastructure Development Corporation Ltd. payable at New Delhi.
2. Authorization certificate issued by manufacturer.
3. Certificate of Registration for GST and acknowledge of upto date filed return, if required.
4. Others documents mentioned in the tender documents.

To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

1. I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in NHIDCL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee.
2. Agreement shall be drawn with the successful tenderer on prescribed Form as per Appendix-I of RFP.
3. The time allowed for carrying out the work will be 12 Months from the date of start as or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents, Standard General Conditions of Contract form can be seen from website www.nhidcl.com.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission i.e. 13.09.2017 (1500 Hours) of tender as notified.
7. The bid submitted shall be opened on 14.09.2017 (1530 Hours).
8. The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bidden amount within 10 days of Letter of Acceptance. This guarantee shall be in the form of Bank Guarantee @ 5% of the contract value in the prescribed format appended with the Bid Document at Appendix-II
9. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
10. The Employer does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

11. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. The Employer reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. This notice inviting Tender shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as submitted at the time of invitation of bid and the rates quoted with physical submission (another envelope) at the time of submission of bid and acceptance thereof together with any correspondence leadingthereto.

20A.5 INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

1. In case of tendering the entire NIT along with all necessary documents is to be uploaded which can be viewed and downloaded by the intending bidder free of cost on NHIDCL website i.e. www.nhidcl.com.
2. After submission of the bid the contractor can re-submit revised bid any number of times but before submission i.e. 13.09.2017 of tender as notified.
3. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before bid due date & time as notified.

National Highways & Infrastructure Development Corporation Limited 3rd
Floor, PTI Building, 4, Parliament Street, New Delhi – 110001

Tender Submittal letter

ITEM RATE TENDER & CONTRACT FOR WORKS

Tender for the work of:

Comprehensive Annual Maintenance and operation of Audio Visual Projection system & sound re-enforcement system and Audio conferencing system for Media Room at Ministry of Road Transport & Highway, Transport Bhawan, New Delhi-110001

TENDER

I/We have read and examined the notice inviting tender, schedule, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the NHIDCL within the time specified in viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in of General Rules and Directions and in of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **One hundred twenty (120) days from the date of opening of technical bids** and not to make any modifications in its terms & conditions.

A sum of **20,000/-** in the form of Demand Draft issued from schedule Bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said Employer or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Employer or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred. to in the tender documents upon the terms and conditions contained or referred. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in NHIDCL in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge of NHIDCL shall be free to forfeit the entire amount of Earnest Money Deposited/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We, am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

<p>Dated</p> <p>Witness:-----</p> <p>Address:-----</p> <p>Occupation:-----</p>	<p>Signature of the Contractor</p> <p>Postal Address -----</p> <p>Telephone No.-----</p> <p>FAX -----</p> <p>E-MAIL -----</p>
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Name of Work: Comprehensive Annual Maintenance and operation of Audio Visual Projection system & sound re-inforcement system and Audio conferencing system for Media Room at Ministry of Road Transport & Highway, Transport Bhawan, New Delhi-110001

ESSENTIAL QUALIFICATION FOR THE BIDDER:

1. Should have completed at least one similar work of 10.54 lakh, two similar works of 7.90 lakh & three works of 5.27 lakh of any Government/Semi Government/Autonomous Body/PSU over the past 5 (Five) financial years.
2. Work completion certificate from Government/Semi Government/Autonomous Body/PSU must be attached as documentary evidence of having the requisite experience.
3. Should have registered for GST and for other statutory Authorities. Documentary proof of the same shall be furnished while submitting the bid.
4. Should have PAN No and copy of the same shall be submitted along with the bid.
5. Undertaking to the effect that firm has not been blacklisted by any of the Govt. Agency on a non judicial stamp paper worth Rs.100/- duly Notarized from the Public Notary.
6. Financial bids of bidders having requisite experience shall only be considered.
7. In the absence of any of the above documents, the bids shall be liable for rejection and no correspondence in this regard will be entertained.
8. Technical Bid must also contain one photo copy of General Terms & Conditions duly signed & stamped by an authorized person on each page as a token of acceptance of all Terms & Conditions of NIT.

Col Rajeev Sood
General Manager (T) NHIDCL,
New Delhi

GENERAL TERMS & CONDITIONS

Name of Work: Comprehensive Annual Maintenance and operation of Audio Visual Projection system & sound re-inforcement system and Audio conferencing system for Media Room at Ministry of Road Transport & Highway, Transport Bhawan, New Delhi-110001.

The terms and conditions for the above cited work shall be as under:

1. Bid must be submitted in physical mode only consisting of 2 envelope i.e. one for technical bid and second envelope for financial bid on or before 13.09.2017 (upto 15.00 hours IST). Technical Bid received shall be opened on 14.09.2017 (at 1530 hours IST) and financial date is intimate later after publishing the result of technical evaluation.
2. The time allowed for the completion of work is 12 months after issue of letter of award and work has to start within 5 days of the award of work.
3. Extension of time shall normally be not permitted. However, in case necessary the same shall be obtained from NHIDCL in writing giving reasons thereof on mutually agreed terms and conditions.
4. The rates quoted shall be for complete work. The bidder must quote the rates inclusive of all taxes. The work will be awarded to the technically qualified bidder who has quoted the lowest amount (L-1).
5. NHIDCL reserves the right to accept/reject any of the tender without assigning any reason whatsoever.
6. Bad workmanship is liable to be rejected and no payment on that account will be made.
7. No Advance payment will be made to the contractor. The payment shall be released after completion of the work. The contractor shall submit the final bill with detail of measurement, which will be checked and verified by the Engineer in-charge of NHIDCL/Ministry.
7. Contractor shall be paid on quarterly basis. 90% of the total payment shall be released to the contractor after approval of bill, 10% amount of the bill approved shall be kept as retention money deducted from each bill upto maximum 10% of the contract amount. Retention money thus deducted will be kept as Security Deposit till the expiry of defect liability period (DLP) of 1 year from the date of completion for the parties/components installed during AMC period.
8. In case any defect comes in notice during the DLP, the contractor would be liable to rectify the same within 7 days, failing which, NHIDCL will get the same rectified at the risk & cost of the contractor.
9. The rate of extra item shall be as per current market rate when not available in latest DSR. The same shall however be subject to prior approval of the competent authority in NHIDCL.
10. The contractor shall be fully responsible for the safety precautions, labour laws and GST or any other taxes directly to the concerned department. NHIDCL shall not entertain any claim whatsoever in this respect.
11. The contractor shall comply with minimum wages act and no minor labour should be engaged at the work site.

12. Contractor or his qualified authorized representative should always be available at the site of work to take the instructions from the Engineer in-charge, NHIDCL/Ministry and ensure proper execution of work.
13. The work shall be carried out in the professional manner with prior information to cause least disturbance to the working of NHIDCL/Ministry.
14. The work performed shall be having the defect liability period for one year from the date of completion of work for the parties /components.

Col Rajeev Sood
General Manager (T) NHIDCL,
New Delhi

Special Conditions Of Contract

Name of Work: **Comprehensive Annual Maintenance and operation of Audio Visual Projection system & sound re-enforcement system and Audio conferencing system for Media Room at Ministry of Road Transport & Highway, Transport Bhawan, New Delhi-110001**

Scope of Work:

1. **The Audio Visual Projection system & sound re-enforcement system and Audio conferencing system** has been installed in main Media Room & at the adjacent to Reception Hall of Transport Bhawan. It will be the responsibility of the contractor to carry out regular preventive maintenance with the help of highly skilled technician for all equipment as detailed in Appendix-III (List of equipments) as per the recommendation of the manufacturer.

The Audio Visual Projection system & sound re-enforcement system and Audio conferencing system equipment installed in media rooms and in the reception area shall be checked daily by the staff provided under item 1.02 of the Schedule of Work and shall always be kept under healthy condition for operation.

The contractor shall also provide necessary assistance to the department during testing of system if required or any experiment to be carried out for the improvement in performance of the system.

The scope of work for comprehensive maintenance under item No. 1.01 of Schedule of Work includes attending complaints, replacement of all defective parts, during the period of maintenance work for all the equipments & accessories including wiring etc. of the system. The firm / contractor will be responsible for proper recording of all the parameters in the log book for **Audio Visual Projection system & sound re-enforcement system and Audio conferencing system**, which shall be checked / countersigned by the departmental officers. Proper record should be maintained showing the details of work carried out, parts replaced if any, and may be shown to the Engineer-in-charge or his authorized representatives.

The scope of work under item no. 1.01 to 1.02 of Schedule of Work covers successful & satisfactory operation of the system.

2. All the complaints should be attended on the same day as far as possible.
 - a). In case of minor complaint not attended within 48 hours of reporting, a recovery @ Rs. 800/- per complaint per day shall be made from the bill of contractor subject to maximum of Rs. 8000/- per month.
 - b). In case of major complaint if the system become nonfunctional, then recovery @ Rs. 2000/- per day per system shall be made after 48 hours of registering

complaint to the contractor subject to maximum of Rs. 40,000/- per month.

- 4 The comprehensive maintenance of the equipment have to be carried out monthly otherwise a recovery of Rs. 15,000/- per month shall be made and the payment of comprehensive maintenance shall not be made for that month.
- 5 In case the contractor fails to operate the system properly a recovery @Rs. 5,000/- per event shall be made from the bill of contractor.
- 6 The department reserves the right to check projection control room and connected equipments for its completeness and performance as and when required.
- 7 It will be the responsibility of the contractor to keep the premises clean.
- 8 The contractor shall be responsible for checking all equipment for it's completeness after each event on the same day and all equipments shall be put back under lock and key before leaving the site.
- 9 The contractor shall have to provide following minimum staff for operation of the system under item no 1.02 of the Schedule of Work:-

S.No.	Category of Staff	Numbe	Qualification	Experience
(i).	Service Engineer	As & when required	Diploma in Electrical/Electronics	Three years
(ii).	Technical Operator	1 No.	ITI/equivalent	One year in operation of system

- 10 In case the contractor fails to deploy the required staff as detailed under para 9 above, recovery shall be made from the bill of agency as detailed below:
 - (i). Technical operator @ Rs. 900/- each per day
- 11 In addition to the staff for operation, the contractor shall have to deploy his Service Engineer as & when required on each occasion of VVIP meeting / function.
- 12 The contractor shall submit the list of staff engaged by him along with their qualification & experience and get it approved from the department before commencement of work. Once the staff is engaged, they should not be changed frequently thereafter. The staff engaged must have permanent address in India with proper identification like ration card / voter ID card / passport or other acceptable identification by the security wing of MoRTH/NHIDCL.

- 13 The persons engaged by the contractor would have to abide by all security norms laid by the MoRTH/NHIDCL and Permanent address of the worker shall be given in advance to Engineer-in-charge for verification and entry pass. Proper discipline shall have to be maintained at site of work.
- 14 The contractor shall take all precautions as per requirement of I-E rule & Regulation 1956. The contractor shall be liable to pay compensation to the staff engaged by him in the event of any accident.
- 15 Bid must be submitted in physical mode only consisting of 2 envelope i.e. one for technical bid and second envelope for financial bid on or before 13.09.2017 (upto 15.00 hours IST). Technical Bid received shall be opened on 14.09.2017 (at 1530 hours IST).
- 16 The work shall be carried out in general as per CPWD specification as applicable in general conditions of the agreement & in case of any conflict/doubts in any of the terms & conditions of the agreement then the work shall be carried out as per instruction of the Engineer-in-charge which shall be final & binding.
- 17 The department shall not own any responsibility or liability of any kind in respect of the staff engaged by the contractor for the work covered under this agreement.
- 18 In case performance of work is found unsatisfactory, the Engineer-in-charge may terminate the contract without any notice and security deposit / performance guarantee of the contractor shall liable to be forfeited.
- 19 Any damage done to the existing installation at the time of operation shall be made good to original finish & specification by the contractor at his own risk & cost failing which the same shall be made good to original finish & specification by the Engineer-in-charge at risk & cost of the contractor by any method as deemed fit by the department.
- 20 The contractor shall take over the installation for its maintenance and upkeep before start of work and will hand over the installation in normal working order to the department after completion of work. If any defect / damage (except normal wear & tear) is noticed, the same shall have to be rectified / replaced by the contractor at his own cost failing which the same shall be got rectified / replaced by the Engineer-in-charge at risk & cost of the contractor by any method as deemed fit by the department.
- 21 Nothing shall be supplied by the department. The contractor shall use his own T&P etc.
- 22 The firms are advised to visit the site before quoting and get acquainted with the scope of work.

- 23 The quoted rates by the contractor should be inclusive of all taxes & duties any variation of taxes or duties shall be dealt in accordance with the provisions of CPWD general conditions of contract in force. The GST shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
23. All material shall have to be got approved from the Engineer-in-charge maintenance before use. If at any stage during the execution of work, the Engineer-in-charge is not satisfied with the quality of material brought at the site of work, he shall be at liberty to reject all such materials. The rejected material shall have to be removed from site of work immediately.

General Manager (T)
NHIDCL, 3rd floor,
PTI Building,
Parliament Street,
New Delhi-110001

AGREEMENT

This agreement made the ____th day of _____, 2017 between the National Highways & Infrastructure Development Corporation Ltd., 3rd Floor, PTI Building, 4, Parliament Street, New Delhi (hereinafter called "the Employer" of the one part and _____ (hereinafter called "the Contractor") of the other part.

AND WHEREAS the Employer invited bids from eligible bidders for the execution of certain works, viz **Annual Maintenance and Operation of Audio Visual Projection system & sound re-inforcement system and Audio conferencing system for Media Room at Ministry of Road Transport & Highway, Transport Bhawan, New Delhi-110001.**

AND WHEREAS pursuant to the bid submitted by the Contractor, vide dated _____ (here in after referred to as the "BID" or "ÖFFER") for the execution of works, the Employer by his Letter Of Acceptance (LOA) dated _____ accepted the offer submitted by the Contractor for the execution and completion of such works and remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHEREAS the Contractor by a deed of undertaking dated _____ has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the contractor has agreed to undertake such works and has furnished a performance security pursuant to _____ of the Instructions to Bidders, ITB.

NOW THIS AGREEMENT WITNESSED as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - (a) Agreement,
 - (b) Letter of Acceptance
 - (c) Notice to proceed with the works
 - (d) Contractor's Bid,
 - (e) Conditions of Contract
 - (f) List of equipment installed
 - (g) Drawings, if any
 - (h) Scope of Work
 - (i) Bill of Quantities, and
 - (j) Any other document listed in the Contract Data.
3. The foregoing documents shall be construed as complementary and mutually explanatory one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
5. the employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Contd..

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder.

For and on behalf of National
Highways & Infrastructure
Development Corporation Limited,

For and on behalf of M/s

Sanjeev Malik
Executive Director,
NHIDCL, NewDelhi-110001

In the presence of

In the presence of

1. Name:.,

1. Name :

Address: NHIDCL, PTI Building
4, Parliament Street,
New Delhi-110001

Address :

2. Name:

2. Name :

Address: NHIDCL, PTI Building
4, Parliament Street,
New Delhi-110001

Address:

FORM OF BANK GUARANTEE [Performance Security]

Managing Director,
National Highways and Infrastructure Development Corporation Ltd.
3rd floor, PTI building
4, Parliament Street
New Delhi

WHEREAS:

(A) _____ [name and address of contractor] (hereinafter
_____ [name and address of contractor] (hereinafter called the
“**Contractor**”) and National Highways and Infrastructure Development Corporation Ltd,
3rd Floor, PTI Building, 4, Parliament Street, New Delhi – 110001 (hereinafter called
the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for the **Comprehensive Annual maintenance contract for Audio Visual Projection system & Sound Re-enforcement system Audio conferencing system for Media Room at MORTH, Transport Bhawan**, subject to and in accordance with the provisions of the Agreement

(B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs..... cr. (Rupees crore) (the “**Guarantee Amount**”).

(C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in NHIDCL, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the

Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if

^{\$} Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 7.2 of the Agreement).

sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

(iii) The Guarantor shall also send information about the issuance of this Guarantee through SFMS gateway to the Syndicate Bank, Transport Bhawan, New Delhi – 110 001 (SYNB09062) to aid in the process of confirmation of Bank Guarantee.

Appendix-III

List of Equipment installed

Annual Maintenance and operation of Audio-Video Projection system & Sound Re-inforcement system and Audio conferencing system for Media room at MORTH, Parivahan, New Delhi (Pakage- II)

S. No	Description	Qunatity	Unit
	BOQ ITEM WORKS		
1	3 X 2 video wall with 55" thin bazel. Make: Delta	1	NOS
2	2 X 2 video wall with 55" thin bazel. Make: Delta	3	NOS
3	65 inch LED Display with Wall swevel mount .Make: Panasonic	1	NOS
4	Tilt up lid Cable Access Enclosure .Make : Extron	2	NOS
5	12 input & 16 output Modular Digital Matrix Switcher .Make : Extron	1	NOS
6	Multiformat Wall mount Twisted Pair transmitter. Make : Extron	2	NOS
7	HDMI & Control-RS232/IR Twisted pair Receiver. Make : Extron	1	NOS
8	HDCP-Compliant Annotation Processor .Make : Extron	1	NOS
9	HDMI input & four Twisted pair output distribution amplifier . Make : Extron	3	NOS
10	HDMI twisted pair Receiver .Make : Extron	4	NOS
11	PTZ ,Camera .Make : Bosch	3	NOS
12	Full HD recording & Streaming processor. Make : Extron	1	NOS
13	Stware licence for Media server with Trancoder and DVR .Make : Extron	1	NOS
14	HDMI to 3G SDI scaler cum convertor .Make : Extron	2	NOS
15	Wall Plate With 8 nos. XLR and 8 No.s HD-SDI . Make : Extron	2	NOS
16	AV controller with RS 232, IR, Relay & Ethernet control . Make : Extron	1	NOS
17	Wired Touch Control System with 10" Touchpanel. Make : Extron	1	NOS
18	Wireless router with min 4 LAN ports .Make : D-Link	1	NOS
19	Chair arm Flush mount Chairman Conferencing unit .Make : DIS	1	NOS
20	Chair arm Flush mount Dlegate Conferencing unit .Make : DIS	62	NOS
21	Dual delgate interface unit .Make : DIS	63	NOS
22	Central Control Unit .Make : DIS	2	NOS
23	Extension Power .Make : DIS	2	NOS
24	Feedback suppressor..Make :Bosch	1	NOS
25	Conference trunk cable for digital conference system. .	289.4	MTR
26	Wireless Lapel microphone . Make : Shure	2	NOS
27	Wireless microphone . Make : Make : Shure	4	NOS
28	12 input 8 output Audio DSP with min 8 channel AEC & 48V Phantom power, with POTS . Make : Extron	1	NOS
29	Full-Range Ceiling Speakers with 4" Low Prile Back Can and 70/100 V Transformer . Make : JBL	14	NOS
30	Wall mount Two-Way Surface Mount Speakers with 6.5" Woer .Make : JBL	2	NOS
31	Two Channel Amplifier - 200 Watts Per Channel 100V Class D Amplifier	2	NOS
32	Male to Male VGA and Audio Cables - Molded Connectors	2	NOS
33	6ft long Ultra Flexible High Speed HDMI Cables	24	NOS
34	Shielded Twisted pair cable	1305	RM
35	Shielded RJ-45 Plug Kit	30	NOS
36	19inch 30 U Equipement rack	1	NOS
37	RG6 digital coaxial cable	311	RM
38	S-Video Cable, 2 Mini Coax High Resolution, 2 Coax: 26 AWG. (MakeL Kramer)	303	RM
39	Audio cable for routing microphone signal, 1 shielded pair: 20 AWG Audio (Make Kramer)	388	RM
40	Speaker cable, high quality, low smoke, halogen free 16 AWG twisted pair cable (Make: Kramer)	218	RM
41	VGA cable to carry High resolution signal, 14 conductor VGA (26 AWG), (Make: Kramer)	162.5	RM
42	Podium microphone with 12" gooseneck, desktop base. (Make: Shure)	1	NOS
43	Dias microphone with 12" gooseneck, desktop base with on/ f switch with microphone cable with XLR/ phone connector. (Make: JWL)	3	NOS
44	Digital signal Extender .	3	NOS

