

भारतीय प्रौद्योगिकी संस्थान धारवाड

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INDIAN INSTITUTE OF TECHNOLOGY DHARWAD



॥ सा विद्या या विमुक्तये ॥

भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Tender No. IITDh/GA/Furni_Hostel/044/2018-2019

**SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL
ROOMS as per Annexure-A to F**

Tender Notice

1	Date of Tender Publishing	: 08 th January 2019
2	Start date for Submission of queries via email to pro@iitdh.ac.in	: 08 th January 2019
3	End date for Submission of queries via email to pro@iitdh.ac.in	: 18 th January 2019 till 11.00 am
4	Date of rebuttal of pre-bid queries (to be uploaded on the website) and publishing revised RFP (as the case may be)	: 18 th January 2019 till 04.00 pm
5	Last Date and Time for Submission of Tender	: 30 th January 2019 at 11:00 am
6	Opening of Technical Bid	: 30 th January 2019 at 11:30 am
7	Address for submission of bid documents	: The Assistant Registrar IIT Dharwad Off Pune Bengaluru Highway Near High Court Dharwad, Karnataka – 580011, INDIA
8	Venue for opening of Technical Bid	: Same as above
9	Time of completion of Work	: 08 weeks from the date of issue of purchase order
10	EMD	: Rs. 55,000.00 (Rupees Fifty five thousand Only)
11	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bid will be notified after evaluation of the Technical Bid to only bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bid is highly preferable.

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

<p>The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.</p>
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**SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL ROOMS as per
Annexure-A to F**

1. Indian Institute of Technology Dharwad invites sealed tenders (under two bid system) from Original Equipment Manufacturer (OEM) OR their authorized Dealers for the SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL ROOMS as per Annexure-A to F as per the Technical Specification given in the schedule annexed to the tender.
2. The detailed specifications of the equipment are given in the **Annexure A** and the same should be complied with. In case there is any deviation from the specifications, the bidder should clearly state the deviation(s) in the technical bid. Technical literature/leaflet showing the compliance of the specification may also be attached with the bid.
3. The bidder should note that the technical specifications mentioned in **Annexure A** form the core of the product. **The offers must strictly be as per the specifications given in Annexure A.** At the same time it must be kept in mind that mere copying of our specifications in the quotation shall not make the technical bid eligible for consideration. A bid has to be supported with original catalogue (not of photo copy) of the quoted model duly signed by the principals and the same must be sent along with the technical bid.
4. In order to specify/modify technical specifications of the equipment and clarify various issues as may arise, a pre-bid clarification is provided. Resultant rebuttal/re-publishing of modified RFP (as the case may be) will be published. **The bidders are advised to utilise the period given for clarifying any issue pertaining to RFP and to bring out any limitation / suggestion in the RFP. After the period is over, no issue will be addressed and the institute will assume general acceptance of RFP terms and conditions. Prospective bidders will submit their bids post rebuttal/modification in RFP (as the case maybe).**
5. Any item not specifically mentioned in the tender document but essential in the opinion of the bidder for successful **SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL ROOMS as per Annexure-A to F** should be brought to the notice of the IIT Dharwad within the pre-bid clarification period, and before end date of submission of queries. On clearance from our side, the same may be included in the modified RFP (as the case may be). However, the decision as to whether to consider such items or not rests with the Institute.
6. **Quantity requirements of each item as per the specification enclosed at Annexure-I.**

<u>Ser</u>	<u>Particulars of the item(s)</u>	<u>Requirement</u>
A	BUNK BEDS (to be fabricated as per design provided in Annexure A)	55 Nos.

7. Only those bidders fulfilling the following Eligibility Criteria are expected to participate in the Tender: -
 - The Bidder must be an Original Equipment Manufacturer (OEM) or his Authorized Dealer/Authorized Distributor/ Authorized Stockist/ Channel Partner having a Direct Purchase and Support agreement with the OEM. In case, if the Bidder is a Dealer/Distributor, a valid LETTER OF AUTHORIZATION from the Original Equipment Manufacturer for Dealership should be enclosed.
 - A Certificate/Undertaking on the letter head of the Company to the effect that the bidder/Manufacturer had not been blacklisted anywhere in India or abroad by any organization.
 - The Bidder should be registered with concerned statutory authorities for GST/Income Tax etc. the bidder should furnish relevant GST registration documents and PAN/TAN copies.

Special Conditions and additional clauses for Successful bidding/participation

- 8. No payment shall be made for any damage caused during the execution of work. The damages to the work will be made good by the Manufacturer at his own cost and no claim on this account shall be entertained.
- 9. If the materials used or finished works are not found acceptable, the Manufacturer shall arrange for the replacement of material required for re-execution of the work as per the contract.
- 10. Material handling like unloading and Installation arrangements etc. shall have to be arranged by supplier within the quoted price.
- 11. The rate quoted shall be inclusive of expenditure on the requisite approval/quality assurance tests/certification to be carried out on the materials and/or work as may be decided by the Competent authority for which nothing extra shall be payable.

Procedure for Bid submission

Following is the procedure for submission of Bid, and other important conditions to be fulfilled by the bidder:-

- 12. Every page, containing the said procedure for submission of bid and other important conditions, are to be **signed** by the bidder and to be submitted along with their Technical bids towards their acknowledgement that they have gone through all the contents in these pages and in the Annexure as well and they are agreeing to comply to all of the conditions mentioned there. **NON ADHERENCE TO THIS MAY LEAD TO THE DISQUALIFICATION OF THE BID WITHOUT FURTHER NOTICE.**
- 13. **TWO BID SYSTEM:** The offers/bids are to be submitted under a two bid system, namely **(i) Technical Bid** and **(ii) Commercial Bid**. The Technical Bid must contain all the details as specified in the Annexure along with the terms and conditions whereas Commercial Bid must indicate the quantity & rate only. **THERE MUST NOT BE ANY PRICE ELEMENT IN THE TECHNICAL BID.**
- 14. **SEALING & MARKING OF BID:** The tender should be submitted in a proper manner with index for easy identification i.e.: -

Envelope Number	To be Super scribed as
A	EMD for Tender
B	Technical Bid
C	Commercial Bid

Envelope – A (duly sealed): should contain the Demand Draft / BG towards **Earnest Money Deposit.**

Envelope – B (duly sealed): should contain the documents as listed under **Technical Bid** below.

Envelope – C (duly sealed): should contain the document as listed under **Commercial Bid** below.

All the above three envelopes should clearly be marked on top of envelopes about the type of envelopes (i.e., A, B, & C), details of contents in envelopes, name of agency submitting the bid.

The envelopes (A, B & C) including the bigger envelopes shall be addressed to:

The Assistant Registrar (Purchase)

IIT Dharwad, Off Pune Bengaluru Highway,

Next to High Court, Dharwad - 580011, Karnataka, KA, INDIA

The bigger envelopes must be sealed and must bear the following identification on top: -

- a) Tender for **'SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL ROOMS as per Annexure-A to F'**
- b) Tender Number: _____ Date: _____
- c) Name and Address of the Bidder. (on bottom left of the envelopes)

If the outer envelope is not sealed and not marked as above, the Institute will assume no responsibility for the misplacement or premature opening of Bid.

15. **SUBMISSION OF TENDER:** The tender can be personally dropped in the box to be kept in on all working days (except Saturday, Sunday & Holidays) between 10.00am and 1.00pm in the forenoon and 3.00pm and 5.00pm in the afternoon session before the date and time as specified in the Tender Notice and up to **11.00am** on the last date of submission of tender. The tender can also be sent by registered post to **The Assistant Registrar, (Purchase), Indian Institute of Technology Dharwad, Off Pune Bengaluru Highway, Next to High court, Dharwad - 580011, Karnataka, INDIA.** Tender shall not be received after expiry of the time as specified on the 1st page of the tender notice.

TECHNICAL BID

16. The bidder must submit the following documents/information with the Technical Bid:
- a. Details as per format enclosed at Annexure B. Filled in form must be kept on top of the documents with the Technical Bid.
 - b. The entire tender document duly signed on each page.
 - c. List of reputed Organizations/Institutes where similar orders have been executed during the last five years. Copy of the purchase orders are to be attached
 - d. Copy of the valid PAN Card, Goods & Sales Tax Registration be forwarded. IT Return of at-least three financial years: 2015 – 16, 2016 – 17 & 2017 – 18 are to be attached.
 - e. A declaration to provide support for a minimum period of 1 Year.
 - f. A Certificate/Undertaking on the letter head of the Company to the effect that the bidder/Manufacturer had not been blacklisted anywhere in India or abroad by any organization.
 - g. EMD as sought in the succeeding paragraphs of this document. In case supplier seeks EMD exemption under SMEs, Certificate from MSME explicitly mentioning as a supplier/dealer/manufacturer of furniture viz. table, chair & cupboards shall be forwarded in addition.

Criteria for Qualification in the Technical Bid

17. The tenderer must submit all documents required for evaluation of technical bid and sought in the RFP as forming part of technical evaluation with signature and seal of the competent authority of the firm. In the event of non-receipt of any of the documents forming part of Technical Bid, tenderer will be disqualified from the process. Any paper relating to the documents will not be received during the Technical Bid meeting. **Further, any separate correspondence in the matter shall also not be entertained.**
18. During evaluation of the Technical Bid, the Committee as would be constituted for the purpose will scrutinise the documents mentioned above and may forward any or all the documents to the concerned authorities for verification and authentication. In case of any document(s) as submitted by the tenderer found/reported to be fake, the tenderer will be out of the tendering process besides any legal action that may be initiated against the tenderer, as per rules. Further, the Committee may visit the factory site of the Manufacturer to inspect and assess the capability etc.
19. Besides, scrutinizing the documents submitted with the Technical Bid, the tenderer may be interviewed by the Committee to assess the eligibility, capability, and suitability of the tenderer. As such, the presence of the tenderer or any authorized representative of the tenderer in the Technical Bid meeting is preferable.

The above mentioned basic eligibility conditions and additional clauses are broad guidelines for pre-qualification and the Director, IIT Dharwad hereby reserves the right to relax/alter/modify/add any or all the conditions.

20. EARNEST MONEY DEPOSIT (EMD):

Rs. 55,000.00 (Rupees Fifty-five thousand Only) in the form of a **Demand Draft or Bank Guarantee** drawn in favour of “Dean, IIT Dharwad” and payable at any nationalized or scheduled bank with a branch at Hubballi - Dharwad. Photocopy/Fax copy of the demand draft / BG will not be accepted.

- Bidders registered with NSIC / MSME are exempted from EMD, provided the certificate from the body clearly mentions the equipment/item/store/service/es which is / are being procured.
- However, EMD shall be paid in cases where the registered vendor seeks payment in currencies other than INR and / or a non OEM supplier represents a foreign firm. Any tender without original EMD (other than where exempted) would be considered **“DISQUALIFIED”** and hence would be **REJECTED**.

21. RETURN OF EMD:

- The EMD of the unsuccessful bidders will be returned to them without any interest on receipt of written request from them within thirty days after awarding the contract to the successful bidders.
- The EMD of the successful Bidder will be returned after receiving Performance Bank Guarantee covering the contract & the warranty period.

22. FORFEITURE OF EMD:

After receiving the Purchase Order, if the OEM/Bidder is unable to execute the order satisfactorily, the Earnest Money Deposit will be forfeited and the Institute will be constrained to take necessary action against the OEM/Bidder.

23. REJECTION OF TENDER:

In the event of the following, the Technical Bid of a bidder will not be considered at all and will in fact be summarily rejected and all the documents will be returned on a subsequent date as would be found suitable by the Committee –

- If the Demand Draft / Bank Guarantee towards payment of EMD is not put separately in the bigger envelopes as instructed; and/or
- If it is to be presumed that the Demand Draft / Bank Guarantee towards EMD is kept inside the sealed envelopes containing Technical Bid/Commercial Bid; and/or
- If the Demand Draft / Bank Guarantee towards EMD is not valid and acceptable; and/or
- If without breaking seal of the other envelopes it cannot be detected which envelopes contains Technical Bid; and/or
- If any price element is found understandable in any way from any paper other than Commercial Bid.
- On verifying each and every point as mentioned above, the Technical bid will be opened to examine all the documents and to decide on all related aspects as per Institutes specification and requirements.

24. PERFORMANCE BANK GUARANTEE (PBG) FOR SUCCESSFUL BIDDER

- The successful bidder(s) should provide a performance bank guarantee amounting 10% of the order value in the format provided by IIT Dharwad within 15 days of receiving the order. The PBG should be valid for the period of five years plus two months covering the entire warranty period of five years plus two months.
- If the successful bidder(s) is/are unable to provide PBG within the stipulated period, his/their EMD will be forfeited by IIT Dharwad with or without consulting.

25. OPENING OF COMMERCIAL BID:

The offer/bid will be opened by a Committee, as would be constituted by the competent authority, at a pre-defined place, time and date in the presence of all such bidders and/or their authorized representatives. The Commercial Bid of the technically qualified bidder(s) will ONLY be opened. The Commercial Bid should be submitted as per the format enclosed with the tender document on the letter Head of the Firm/Agency. The rate should be clearly submitted with breakup of Basic Price, GST, Custom Duty etc. **Commercial Bid in any other form will not be accepted and be SUMMARILY REJECTED.**

26. BID VALIDITY:

- The Bid shall remain valid for the period not less than three (3) months after the last date set for bid submission.
- A bid submitted for a bid validity of shorter period may be rejected as non-responsive.

27. LATE BID:

Any bid received after the dead line as prescribed in the tender notice will be treated as a late bid and will not be considered.

28. ACCEPTANCE AND REJECTION:

The right to shortlist/reject any or all the tenders and/or to accept the whole or any part of the tenders without assigning any reason whatsoever would vest with the management of IIT Dharwad

29. DELIVERY PERIOD:

08 Weeks from the date of placement of Purchase Order. On completion of the manufacturing of the item ordered for, the OEM/Bidders will have to inform the same to the Assistant Registrar, IIT Dharwad, Off Pune Bengaluru Highway, Next to High Court, Dharwad – 580011, Karnataka, India, who will instruct the OEM/Bidder about the location for delivery of the materials and date of delivery.

30. DELIVERY TERMS:

Items should be delivered DDP at IIT Dharwad (KA) 580011 within the quoted price. The supplier should arrange for entire process from unloading to commissioning and demonstration within the quoted price.

31. FREIGHT & INSURANCE:

No freight and insurance charges will be provided and the materials are to be delivered at IIT Dharwad Walmi Campus, as may be desired by the IIT Dharwad at the cost and risk of the OEM/Bidder within quoted price.

32. WARRANTY DECLARATION:

- The Bidder/OEM must give warranty for the product supplied and maintenance for a period of five years from the date of installation and acceptance of the system.
- Any deviation in the equipment, and the specification from the accepted terms and conditions may be liable to be rejected and the bidder/manufacturer needs to supply all the items in the specified form to the satisfaction/ specifications specified in the order and demonstrate at their own cost. The payments shall be made only after receiving the materials as per required specification and quality to the satisfaction of the competent authority of IIT Dharwad.

33. FAILURE OF ORDER EXECUTION:

If a successful bidder after receiving the order fails to execute the order within the stipulated period or does not fulfill any of the terms and conditions in any respect, IIT Dharwad reserves the right to cancel the order unilaterally and forfeit the PBG amount.

34. INSTALLATION & DEMONSTRATION:

- The supplier is required to carry out the installation and demonstration of the equipment at the IIT Dharwad installation site within the delivery period; otherwise the penalty clause will be the same as per the supply of material (refer to the liquidated damages below).
- In case of any mishandling/damage to equipment and supplies during carriage from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk of cost. Supplier will settle his claim with the insurance company as per his convenience. IIT Dharwad will not be liable for any type of losses in any form.

35. PAYMENT TERM:

90 % Payment shall be made after the successful delivery, installation, commissioning, demonstration and acceptance of the equipment at IIT Dharwad and 10% after the submission of PBG. The PBG should cover the entire warranty period plus two months. WBG should be of any Nationalised / scheduled bank with a branch at Hubballi-Dharwad. No request for change in terms of payment will be accepted. Nil advance will be paid.

36. LIQUIDATED DAMAGES:

The equipment should be delivered/dispatched to destination and ready for use not later than the delivery period specified. If the OEM/Bidder fails to deliver any or all the stores or perform the service by the specified date, liquidated damages @2% per month or part thereof in respect of the value of the delayed stores will be deducted from the bill subject to a maximum of 10%. Same terms are applicable for installation, training and demonstration clause mentioned above.

37. FINAL SELECTION AND AWARD CRITERIA:

L₁ Criteria. The L₁ will be decided on the base price of items **in Annexure – E**, the lowest bidder will be adjudged L₁. All levies/taxes (i.e. Custom Duty, GST etc.) must be clearly mentioned separately (as per format of commercial bid) However, the decision of the Competent authority will be final and binding in awarding the order. In case of any clarification required, the same can be clarified from IIT Dharwad before submission of the bids.

38. DISPUTE AND JURISDICTION:

Any legal disputes arising out of any breach of contract pertaining to the whole process of this tender shall be settled in the court of competent jurisdiction in the district of Dharwad, Karnataka.

39. ACKNOWLEDGEMENT BY THE BIDDER:

It is hereby acknowledged that we have gone through all the schedules as well as the conditions mentioned above and we agree to abide by these.

Date:

Signature of the Bidder along
with official seal.

Place:

CANVASSING OR OFFERING AN ADVANTAGE OR ANY OTHER INDUCEMENT BY ANY PERSON WITH A VIEW TO INFLUENCING ACCEPTANCE OF A BID WILL BE AN OFFENSE UNDER LAWS OF INDIA. SUCH ACTION WILL RESULT IN THE REJECTION OF BID, IN ADDITION TO OTHER PUNITIVE MEASURES.

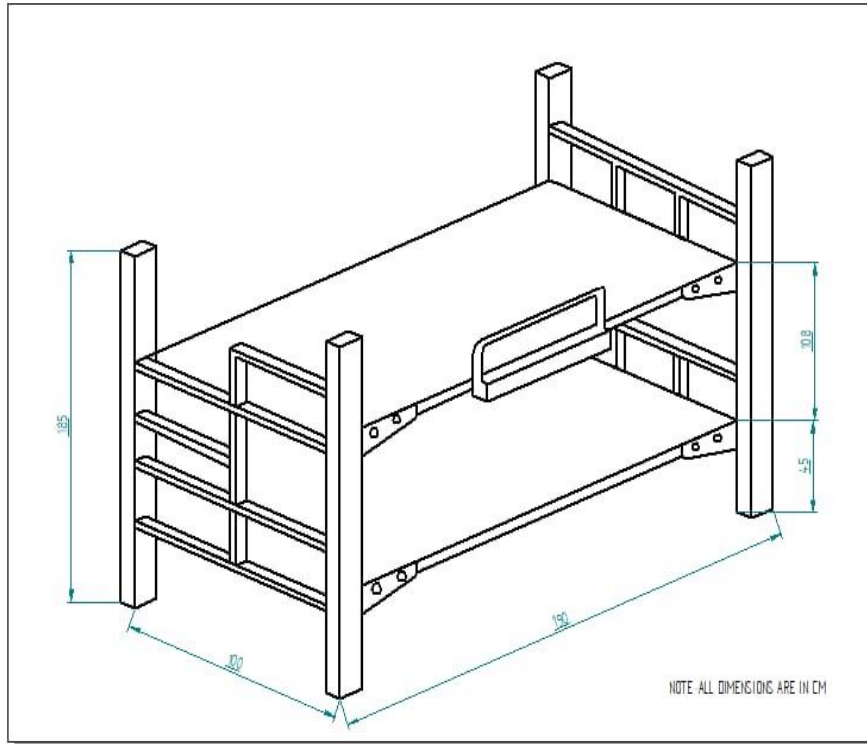
Encl:

Technical Specifications at Annexure A
Information with technical bid at Annexure B
Format of Commercial Bid at Annexure-C
Compliance statement at Annexure D
Format of declaration (Not Blacklisted) at Annexure E
Format of Bank Guarantee at annexure F

Assistant Registrar, IIT Dharwad
(For and on behalf of Director, IIT Dharwad)

ANNEXURE-A

Bunk Bed Dimensions:



Bunk Bed Dimensions

Total Height: 1.85 Mtr

Total width: 1 Mtr

Bunk Bed In between Gap: 1.00 Mtr

Bunk Bed Metal Sheet Length & Width:

Length: 1.90 Mtr

Width: 1.00 Mtr

Guage of Sheet : 14g

ANNEXURE B

INFORMATION TO BE ENDORSED ALONG WITH THE TECHNICAL BID BY THE BIDDER ON THE FIRMS LETTER HEAD

No.	Description	Information
1	Name	
2	Address (with Contact number and mail ID)	
3	Address of the Organisation (with contact number)	
4	Name of the Proprietor with Mobile Number	
5	Name of the authorized Representative with designation and Mobile Number	
6	Permanent Account Number (copy to be enclosed)	
7	GST Registration Number (copy to be enclosed)	
8	List of reputed Organizations/Institutes where similar orders have been executed during the last five years. Copy of the purchase orders are to be attached	
9	Details of EMD	Rs. Bank : DD/BG No. : Date :
10	Any other information	

d) **Acknowledgement:** It is hereby acknowledged that I/We have gone through all the schedules as well as the terms and conditions laid down in the tender notice for **SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL ROOMS** as per Annexure-A to F at IIT Dharwad.

Declaration: I/We do hereby declare that the above information submitted by me/us are true to the best of my/our knowledge and I/We have submitted the documents in support of all the information asked for. I/We also agree to the condition that the right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the Competent authority of the Institute without any obligation or liability whatsoever.

Signature of the Bidder/Manufacturer with date and seal

ANNEXURE-C

TO BE TYPED ON THE LETTER HEAD OF THE BIDDER/MANUFACTURER

To,
Asst Registrar
IIT Dharwad

Subject: SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL ROOMS as per Annexure-A to F

Ref.: Tender Notice No. _____, Date _____.

Sir,
I/We do hereby submit our Commercial Bid for the **SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL ROOMS** as per Annexure-A to F against the tender notice under reference.

[Mention all figures in Indian Rupees, Include all charges]

[Mention all figures in Indian Rupees, Include all charges]

Sl No.	Description (as per tender specifications)	Unit	Basic Rate/ Per Unit	GST	Other Charges, if any	Total Price per Unit
1	Bunk Beds as per Annexure A	55 Nos.				
Validity of Offer : 3 months						

Declaration : I/We do hereby accept all the terms and conditions laid down in the tender notice for the above said supply. I/We also agree to the condition that the right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the Competent authority of the Institute without any obligation or liability whatsoever.

Date:

Signature of the Bidder/Manufacturer
with date and seal

ANNEXURE-D

**INDIAN INSTITUTE OF TECHNOLOGY DHARWAD
KARNATAKA - 580011**

COMPLIANCE STATEMENT

Ref: Tender Notice No. _____, Date _____.

Instructions:

1. You have to fill in all the columns and ensure that you furnish all the required information accurately and unambiguously.
2. If our specification contains any values, you have to provide your values against the column in the same unit as specified.
3. Deviation in values, materials etc. from our specification may be explained in the remarks column.

Sr. No.	Check list of documents/ Undertakings ?	YES/NO	Remarks (Give explanation if answer is No)
1	Is Tender fees / EMD attached?		
2	Is the bidder original equipment manufacturer (OEM)/authorised dealer?		
3	If authorised dealer, a recent dated certificate to this effect from OEM, attached or not?		
4	Validity of 90 days for the bid given or not?		
5	Undertaking from bidder regarding acceptance of tender terms & conditions		
6	Whether free Installation, Commissioning offered.		
7	Whether five years warranty offered?		
8	Proof of similar furniture sold to reputed Organizations/Institutes where similar orders have been executed during the last five years. Whether Copy of the purchase orders attached?		

ANNEXURE- E

SELF-DECLARATION – NO BLACKLISTING

(Date)

To,

The Assistant Registrar
IIT Dharwad

Dear Sir/Madam,

REF: Tender for SUPPLY & INSTALLATION OF BUNK BEDS FOR HOSTEL ROOMS AS PER ANNEXURE-A TO F

In response to the Tender Document for Supply and Installation of _____ for IIT DHARWAD, I/ We hereby declare that presently our Company/ firm ___ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be barred from bidding in future against any other tender.

Yours faithfully,

Place:

Date:

Signatures_____

Name_____

Seal of the Organization

PROFORMA FOR SUBMISSION OF EMD IN FORM OF BANK GUARANTEE

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

1. Whereas
(Hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of (Hereinafter called the “tender”) against the Purchaser’s tender enquiry No.

2. KNOW ALL MEN by these presents that WE of having our registered office at are bound unto (hereinafter called the “Purchaser”) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

3. CONDITIONS OF THIS OBLIGATION ARE:

- (i) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (ii) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a. If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b. Fails or refuses to accept/execute the contract.

4. WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

5. This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
.....
Name of the officer
.....
Designation of the officer
.....
Seal, name & address of the Bank and address of the Branch