



भारतीय प्रौद्योगिकी संस्थान इंदौर
Indian Institute of Technology Indore
सिमरोल, खंडवा रोड इंदौर-453552
Simrol, Khandwa Road, Indore- 453552

**Single Bidding Documents for
Supply and Installation of Spare Parts of Rigaku Smart Lab
PXRD Equipment
Document to be submitted online
for
(Technical & Financial Bid as per Schedule of requirement)**

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Tender for Supply and Installation of spare parts of Rigaku Smart Lab PXRD Equipment

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Indian Institute of Technology Indore
Simrol, Khandwa Road, Indore- 453552

**Tender Document for Supply and Installation of Spare Parts of Rigaku Smart Lab
PXRD Equipment**

Online Tender is invited by IIT Indore (in Single Bid System) from the respective Original EQUIPMENT Manufacturers (OEM) OR their Authorized Distributors/ Dealers/Firms etc. for Supply and Installation of Spare Parts of Rigaku Smart Lab PXRD Equipment at Indian Institute of Technology, Indore with "PART A" as Technical Bid and "PART B" as Financial Bids. The details are as follows:

Sl. No.	Name of the Item	NIT No.	EMD
01.	Supply and Installation of Spare Parts of Rigaku Smart Lab PXRD Equipment	146(PRJ)	Rs. 16,000.00 (Rupees Sixteen Thousand Only) Online EMD Submission: Bidder can submit their EMD online by visiting the below link: https://www.onlinebiddingportal.in/

Note:

- I. Tender Documents with detailed terms & conditions can be downloaded from our website: http://www.iiti.ac.in/tender_mms.php & <https://eprocure.gov.in/eprocure/app>
- II. All the details/documents pertaining to the tender such as tender document, corrigendum, and any further updates shall be available on IIT, Indore website, and Central Public Procurement Portal.
- III. Bids/Quotations may be submitted directly by the OEM or their Authorized distributors/Dealers/Resell Agents/Channel Partners with proof of authorization.

IIT Indore shall not be responsible for non-receipt bid due to internet issues or any other reasons.
For any issues related to tender please contact Material Management Section,
Tel: +0731-6603100 Ext 3159 Email: mms@iiti.ac.in

Assistant Registrar (MM)
IIT, Indore

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(Materials Management Section)

CHAPTER- 1
SCHEDULE OF TENDER

Sl. No.	Event	Date and Time/ Remarks
01	Commencement of Downloading of Tender Document	August 01, 2022, from 15:00 pm https://eprocure.gov.in/procure-app and http://www.iiti.ac.in/procure-app
02	Bid Submission Start Date	August 01, 2022,
03	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	August 10, 2022, upto 03.00 PM (IST) Please refer to tender Terms at IITI
04	Date & Time of Opening of Technical Bids	August 11, 2022, at 03.00 PM, (IST) Please refer to tender Terms at IITI
05	All the communications with respect to the tender shall be addressed to:	Assistant Registrar (MMS) Fourth Floor, Abhinadan Bhawan (West Wing) Khandwa Road, Simrol, Indore- 453552 Tel.: 0731-6603100 Ext 3551/3580/3592 Email: mms@iiti.ac.in
06	For taking assistance, if any	CPP Portal website: www.eprocure.gov.in CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

Note:

- 1) If the tender is not opened on the above-mentioned date, due to unforeseen circumstances, then the next working day will be considered as the tender opening date.

CHAPTER- 2
INSTRUCTIONS TO THE BIDDERS

1. The tender shall be submitted in accordance with these instructions and any tender not confirming to the instructions as under is liable to be rejected. These instructions shall form the part of the tender and the contract.
2. For Online Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. More information useful for submitting the online bids on the CPP Portal is available/obtained at [URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app).
3. The Bidders are requested to read and tender document carefully and ensure all the compliance with instructions herein. Non-Compliance of the instructions contained in this document may disqualify the bidders from the tender process.
4. For Registration: Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
5. Foreign Bidders have to refer "DSC details for foreign Bidders" for Digital signature Certificates requirements which comes under Download Tab at <http://eprocure.gov.in/eprocure/app?page=Standard Bidding Documents &service=page> and the remaining part is same as above and below.
6. While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulate any condition of his own, such conditional tender is liable to be rejected.
7. IITI reserves the right to reject any tender/bid wholly or partly without assigning any reason.
8. The Technical Committee constituted by the IITI shall have the right to verify the particulars furnished by the bidder independently.
9. Tenderer shall take into account all costs including Cartage, installation, training and commissioning etc. for giving delivery of material at site i.e. IIT Indore before quoting the rates. In this regard no claim for any extra payment for any reason shall be entertained.
10. The item should be delivered at IIT Indore, Khandwa Road, Simrol, Indore and the supplier shall be responsible for any damage during the transit of goods.
11. All the tender documents & price bid to be uploaded as per this tender are to be digitally signed by the bidder.
12. Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may submit online bids for each of the above furniture along with all requisite documents and scanned copy of online EMD submission reference.
13. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document must be uploaded On-line <http://eprocure.gov.in/eprocure/app>. **The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.**

- 14 The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
- 15 In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITI reserves the right to accept or reject any or all the tenders.
- 16 The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:-
<http://eproc.nic.in>


Assistant Registrar (MM)
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(Materials Management Section)

CHAPTER - 3
INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 7) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 8) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 9) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the

names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. **he vendor/firm should fill the complete details as mentioned in BOQ and exclusion of any cell of BOQ (Financial bid), the cost will be treated as inclusive of GST and other charges as mentioned in the BOQ column.**
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid

summary will be displayed with the bid no, and the date & time of submission of the bid with all other relevant details.

- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

GENERAL INSTRUCTIONS TO THE BIDDERS

- 1) The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in pdf format.
- 2) Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 3) Tenderer are advised to follow the instructions provided in the "Instructions to the Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>

Online Bid Form

The bidder shall complete the online bid form and the appropriate price schedule furnished in the online bidding documents, indicating, inter alia for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

Online Bid prices

The Bidder shall indicate on the Price Schedule the unit price and total bid prices of the goods it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the online bids for any one or more schedule specified in the "Schedule of Requirement" and to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such bids (for the schedule in question) will not be taken into account for evaluation and will not be considered for award.

Prices indicated in the online price schedule shall be entered separately in the following manner.

I. For goods offered from within India:

- a. The price of the goods should be quoted for destination basis, charges towards freight; installation etc. may be mentioned inclusive of GST as applicable after referring the attached GST Notification.
- b. Any sales or other taxes/duties should be clearly mentioned, which will be payable on the goods in India if the contract is awarded.
- c. Charges for inland transportation, insurance and other local costs incidental to delivery of goods to their final destination should be mentioned.

- d. Any element of cost, taxes, duties levies etc. not specifically indicated in the online bid, shall not be paid by the purchaser. **If GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**

II For goods offered from abroad

- a. The price of goods shall be quoted in Ex-Works/FOB/FCA/CIP/CIF/FORD and the same should be mentioned in terms & conditions of the firm.
- b. Charges for inland transportation, insurance and other local costs incidental to delivery of the goods from the port of entry in India to their final destination should be specified.
- c. The terms FOB, CIF, CIP etc. shall be governed by the rules and regulations prescribed in the current edition of INCOTERMS, published by the Chamber of Commerce, Paris.
- d. Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account, unless otherwise specified in the Schedule of Requirements.

III. Bid currencies

- a. For domestic goods prices shall be quoted in Indian rupees only. Commission for Indian Agent, if payable, shall also be quoted in Indian Rupees only.
- b. For imported goods prices shall be quoted either in Indian rupees or may be quoted in foreign currency and the portion of the allied work and services, which are to be undertaken in India (like supply and installation of Furniture), are to be quoted in Indian currency.

IV. Indian Agent

- a. If a foreign bidder has engaged an agent in India in connection with its online bid it will be required to give the following information in the online bid:
 - i) *Name and address of the Indian agent with their permanent income tax number.*
 - ii) *Details of the services the agent will render*
 - iii) *Agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in Indian rupees*

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CHAPTER- 4
GENERAL TERMS AND CONDITIONS

1. **Bidders:** Tenders are invited only from **Original Equipment Manufacturers OR their Authorized Distributors/ Dealers/Firms etc.** Vendors are requested to attach proof to show that they are the Authorized Dealers of the brand that they are quoting for the manufacturers of the product. Bids/Quotations of the internationally recognized brand from authorized dealers only will be accepted.
2. **Tender Type: Single Bid through Online Mode**
 - (a) **Technical Bid & Financial Bid:** Technical bid and the financial bid will be opened by the due date. The evaluation matrix will be uploaded on CPPP for intimation to the firms. The technically disqualified firms can represent disqualification within a week of uploading of technical evaluation matrix on CPPP. **Non- representation within the stipulated time the tender will be processed further, and no representation will be accepted thereafter.**
3. **Bid Submission:** Bidders are requested to submit the bids after the issue of minutes of the pre-bid meeting duly considering the changes made if any, during the pre-bid meeting. Bidders are totally responsible for incorporating/complying with the changes/amendments issued if any during pre-bid meetings in their bid. All the two parts of the bid shall be submitted online on <http://cppp.mca.gov.in/entercpo/app>. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed, in any case.
4. **Late Bids:** IIT Indore will not be responsible:
 - (a) For delayed / late quotations submitted / sent by post / courier etc.
 - (b) For submission/delivery of quotations at wrong places other than the ones mentioned in the tender.
 - (c) Any bid inadvertently received after the deadline i.e. due date & time for submission of bids, will not be accepted and returned.
 - (d) Fax / E-mail / Telegraphic / Telex tenders will not be considered.
5. **Bid Validity:** The bids shall be valid for a period of **180 days** from the date of opening of the tenders.
6. **Modification and withdrawal of bids:** No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn after the deadline for submission of bids and the expiration of the period of bid validity.
7. **Bid Security (EMD):** Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with:-
 - (i) **Micro and Small Enterprises (MSEs)**
 - (ii) **Central Purchase Organization (CPO)**
 - (iii) **Concerned Ministry / Department.**
 - (iv) **Startups as recognized by the Department of Industrial Policy & Promotion (DIPP).**
 - In such case, a copy of the certificate showing registration with the abovementioned institutions to be uploaded in Cover-I of the e-tender in PDF format.
 - In case the unit is not covered as above, the EMD should be submitted online via <https://www.onlinesbi.sbi/sbicollect/collecthome.html> and the payment reference should be attached in PDF with Cover I.
 - The EMD will be returned to the unsuccessful bidders after the orders are placed with the successful bidder.

- The EMD will be forfeited if the bidder fails to accept the order based on his/her offer/bid or fails to supply the items.
 - No interest will be payable by the Purchaser on the Earnest Money Deposit. **The earnest money of all the unsuccessful tenderers will be returned to them after the finalization of order or immediately after the completion of the validity of the bid.** The Earnest Money of the successful bidder shall be returned on receipt of Performance Security. If the successful bidder fails to furnish the performance security or fails to supply the item as per Purchase Order (PO) terms and conditions within the stipulated period, the earnest money shall be liable to be forfeited by IIT Indore.
8. **Bid Evaluation Procedure:** For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid. Evaluation will be done strictly on technical criteria as mentioned in chapters 6 & 7.
 9. **Opening of Tenders:** The decryption of the bids would be done as specified schedule mentioned in the tender document on the Central Public Procurement Portal. In the event of the specified date of Bid opening being declared a holiday for the IIT, Indore the Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.
 10. **Confidentiality:** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.
 11. **Preliminary Examination:** The technical evaluation committee shall examine the bids to confirm that all documents and technical documentation requested in Chapter 6 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Technical Bid and Price Bid,
 - (b) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, are to be treated as unresponsive and shall be ignored.

The financial offer/bid will be opened only for the offer/bid which submits all the required necessary documents and verified by the technical committee as technically qualified bidder as per Tender.

- a) **Award Criteria:** *The Purchaser reserve the rights to award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.*
- b) **Purchaser's Right to vary Quantities at Time of Award:** *The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the tender without any change in unit price or other terms and conditions. The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract.*

- c) **Option Clause:** The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).
- d) **Fall Clause:** The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser. The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 30 of General Terms Conditions of Contract shall, as far as possible, be applicable or recover the loss.
- e) **Purchaser's right to accept Any Bid and to reject any or All Bids:** The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- f) **Notification of Award:** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or e-mail that the bid has been accepted and a separate purchase order shall follow through post.
- g) **Signing of Contract:** Promptly after notification, the Purchaser shall send the successful Bidder the Agreement/Purchase Order. Within twenty-one (21) days of date of the Purchase Order, the successful Bidder shall sign, date, and return it to the Purchaser.
- h) **Order Acceptance:** The successful bidder should submit Order acceptance within 14 days from the date of issue of order/signing of contract, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited.
- i) **Place of Delivery & Schedule:** IIT Indore, SIMROL, Khandwa Road, Indore – 453552 and should be delivered within schedule.
8. **Concession/Exemptions:** IIT-I being an academic institute is entitled for availing Customs Duty exemptions in terms of Notfn. No. 51/96 dated 23.07.1996, Notfn. No. 28/2003- Customs dt. 01/03/2003, Notfn. No.43/2017- Customs dt. 30/06/2017 & notfn. No. 47/2017- Integrated Tax (Rate) dt. 14/11/2017, Notfn. No. 10/2018- Integrated Tax (Rate) dt.25/0/2018 and Notfn. No. 45/2017-Central Tax (rate) dt. 14/11/2017, Notfn. No. 45/2017-Union Territory Tax (Rate) dt. 25/01/2018 as amended from time to time. Presently this is valid till 31.08.2021 vide Order No. TUV/IRG-CDE(1145)/2016 Dt.28/02/2018 issued from DSIR-Min. of Sc.& Tech; Govt. of India. **Please state clearly that this Certificate is required.**
9. **Conflict of Interest among Bidders/Agent:** The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- they have controlling partner (s) in common; or
 - they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - they have the same legal representative/agent for purposes of this bid; or
 - they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

- e. bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/subassembly/assemblies from one bidding manufacturer in more than one bid.
 - f. in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal.
 - g. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
 - h. in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business
10. **Guarantee/ Warranty:** The equipment should be covered comprehensive on-site warranty against any manufacturing defect from the date of successful installation and acceptance. Warranty certificate should be submitted with the bill(s).
- a) Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the Institute authorities.
 - b) Upon receipt of notice for defective material, the firm shall within 15 days of receipt of the notice, replace the defective material, free of cost at the destination. No claim whatsoever shall lie on IIT Indore for the replaced goods, thereafter. If the firm fails to replace the defective goods within a reasonable period, IIT Indore may proceed to take such remedial action as may be necessary, at the company's risk and cost.
11. **Insurance:** Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination.
12. **Shipping, Packaging and Labeling:** All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the IIT, Indore packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per

P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched and delivered at the risk of supplier. In case of damage consignment the same should be replaced without any cost to the Buyer and the supplier can collect the damaged consignment after satisfactory replacement.

13. **Inspection:** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
14. **Right of Acceptance:** This Institute does not pledge itself and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the firm shall supply the same at the rate quoted. The firm shall be at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from the firm.
15. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
16. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party. The tender is not transferable. Only one tender shall be submitted by one tenderer.
17. **No correspondence/discussion/visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tenders for technical discussions/ price negotiations. Any violation of this will render the quotations invalid and the firm is liable to be blacklisted.**
18. **IITI reserves the right to call for techno-commercial/price negotiations. The company should depute a competent representative for such discussion/negotiations whenever called for and he shall be competent to make on-the-spot decisions.**
19. IITI does not bind itself to accept the lowest or any tender and may cancel/withdrawal the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by IITI.
20. IIT Indore is a green zone campus, hence, after delivery and acceptance of item suppliers should take back the waste packing material such as plastic, wrapping paper, and toxic material. Further, any wooden packing material is to be handed over to the store.
21. **Force Majeure:** Neither the contractor nor the institute shall be liable to the other, for any delay in or failure of their respective obligations under this control caused by occurrences beyond the control of either party because of fire, floods, acts of God, acts of public enemy, wars, riots, strikes, lockouts,

sabotage, fire, floods, explosion, epidemic, quarantine restrictions, any law statute or ordinance order actions or regulations of the Government or any compliance there is similar to the above. Either party shall promptly notify the other of his commencement and cessation of such contingency and prove that such is beyond the controls and effects the implementation of this contract adversely

22. The firm may give any of their commercial terms, if required, in their techno-commercial offer only, and price quotation should contain only the price.
23. Please inform the IITI in writing whether the owner of the firm or any of their partners/employees has close relations working with IIT Indore. This is for record only.
24. **IITI reserves the right to modify/alter/Insertion or deletion on any part of the tender document to ensure fulfillment of its material & service requirement at any stage.**
25. The instructions about bidding given in this advertisement and the Tender Documents should be read thoroughly before bidding. IIT Indore reserves the right to accept or reject any or all quotations at any stage without assigning any reason whatsoever it may be.
26. **Breach of Terms and Conditions:** IIT- Indore reserves the right to accept or reject or cancel any or all inquiries or quotations at any stage without assigning any reason thereof. In case of cancellation of order due to Non-compliance of with Terms and Conditions and Breach of the Contract, No compensation will be paid towards the progress of order/procurement.
27. **Governing Law:** The order placed will be a contract between the supplier and the buyer and shall be governed by the LAWS of India and under the contract shall be taken by the parties only in Indore, India to competent jurisdiction.

CHAPTER- 5
SPECIAL TERMS AND CONDITIONS

1. **Payment: No advance payment will be made in any case.** Payment will be released through wire transfer/bank RTGS transfer after Supply, installation testing, inspection & commissioning of the item(s) and if found satisfactory with regard to quality, quantity and specifications ordered. The payment will be released after statutory deductions within 30 days. For the payment, the firm has to submit Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value, challans(s), Manufacturer's guarantee certificate, bank details/cancelled cheque, installation report, performance bank guarantee (if required) etc, to the Joint Registrar (MM), IIT Indore.

In case of indigenous, the payment term may be

- (i) 80% of the unit cost will be paid against delivery of the goods received in good conditions at IIT Indore
- (ii) 20% of the balance of each unit cost will be paid after satisfactory installation and submission of PBG.

In case of import, the payment term may be

- i) 100% through Letter of Credit (LC)/Wire Transfer – 80% against dispatch documents
- ii) 20% balance after successful delivery & installation.

2. **Performance Security:** Within Twenty Days (21) days from the date of the issue of notification of award, the firm has to submit performance security of 10% of the total order value to be submitted from an Indian Scheduled Bank before the release of the final payment and after successful installation and commissioning of the furniture in the form bank guarantee **valid upto sixty (60) days** beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case the supplier fails to provide satisfactory after-sale service within the warranty period, the Performance Security submitted by the firm is liable to be forfeited.
3. The purchaser reserve the right to ask for a free demonstration of the quoted equipment after giving reasonable time to the bidder at a pre-determined place acceptable to the purchaser for technical acceptability as per the bidding document specifications, before the opening of the Price Bid.
4. **PREDISPATCH-** The firm should arrange the pre-dispatch inspection prior to packing & dispatching of the item. The firm should share the entire detail of the furniture with images and schematic diagrams before packing. Virtual inspection may be done.
5. Delivery desired is within **02 weeks** from the date of releasing the supply order. Specify your delivery period. Items should be delivered only on Working Days (Monday to Friday) during office Hours only i.e. between 10.00 am to 04.00 pm.
6. **INSTALLATION & COMMISSIONING:** Installation & Commissioning shall be completed within 30 days free of cost on-site.

Note: For delayed delivery and/ or installation and commissioning liquidated damages will get applies as per STC clause 7.

7. **Liquidated Damages:** -As Time is the essence of an order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late

delivery will be imposed @ 0.5% (Half Percent) per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of IITI. In case of delay in installation and Commissioning, Inspection, Certification etc also the same rate of penalty shall be leviable

8. Delivery: **Free delivery at IIT Indore in case of indigenous orders.**

In case of imported offers standard Incoterms shall be applicable. **The bidders must quote both in EXWORK/DAP/FORD value for deciding the mode of shipment** in case of Import.

9. In case equipment offered requires maintenance after the expiry of the warranty, please indicate the approximate cost of comprehensive and on-call basis maintenance and also the availability of local support or otherwise.

10. Please note clearly that faxed, mailed and opened quotations are liable to be rejected.

CHAPTER- 6
Qualification Criteria

LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID as Annexure- I

Sl. No	Details	Supporting Document Should be Submitted
1	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc, and should have the existence of a firm for a minimum period of 5 Years	For OEM - Certificate of Incorporation/Registration Certificate of the firms.
2.	Bidder should submit a valid Manufacturers Authorization Form specific to this tender.	The authorization letter should be on the letterhead of the concerned OEM. In case of Authorized/distributor/dealer/agent Copy of the valid authorization, the certificate shall be enclosed. Offers submitted without proper authorization shall be rejected summarily.
3.	The firm should have a strong technical support team available in India to rectify the technical issues related to the equipment supply within 24 Hrs.	The bidder should enclose the details of service support (Escalation Matrix details).
4.	Bidder Information	As per enclosed Annexure II
5.	List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract	As per enclosed Annexure III
6.	Bidder Acceptance of Tender Document	As per enclosed Annexure IV
7..	The bidder should not have been blacklisted by any Government / Semi Government / Board /Corporations /Autonomous Body/ PSU. An undertaking/declaration in this regard should be enclosed. If any such matter i.e. of blacklisting /suspension is subjudice, even then the concerned firm shall be technically disqualified	As per enclosed Annexure V

Note: Non- Compliance with any of the above conditions by the bidders will be tantamount to non-eligibility for which tender has been floated and its bid will be rejected summarily.

Chapter-7
Technical Specification Bid

Item details and technical specifications as mentioned below:

ITEM: Supply and Installation of spare parts of Rigaku Smart Lab PXRD Equipment

Sr. No.	Description/ Specification	Compliance Yes/No	Deviation if any
(A)	Supply and Installation of Spare Parts of Rigaku Smart Lab PXRD Equipment		
1.	X-Ray Tube A-26-CU Part No. 9441F701		

Note :

- A. The bidder should submit his acceptance against each column as YES/NO and if No, the bidder should specify the deviation.
- B. Firm should quote separately for each item as per BOQ.
- C. Proof of the document in support of the claim to be enclosed with the technical bid.
- D. The Quantity mentioned above is also indicative and might change in the final order. Prospective bidders can quote Rate the per Unit and the institute will decide on the final order quantity.

(Signature of the Bidder, with Official Seal)

CHAPTER- 8
Financial Bid

FINANCIAL BID –Schedule of price bid in the form of BOQ format:

1. The below mentioned Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <http://procure.gov.in/eprocure/procure>
2. **Bidders are advised to download this BoQ.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid.
3. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected and EMD shall be forfeited
4. Any element of cost, taxes, duties levies, etc. not specifically indicated in the BOQ, shall not be paid by the purchaser. **If the GST amount is not quoted in the BOQ (Financial Bid), the total cost will be treated as inclusive of GST. No further communication will be entertained later or else the EMD will be forfeited.**
5. The tender shall remain valid for acceptance for **180 days**, from the date of tender opening.

OTHER CONDITIONS FOR PRICE BIDS

1. No unilateral revision in price will be admissible
2. INCOTERMS (in case of imported item) should be clearly mentioned on the bid
3. Rates should be quoted in the accounting units (A/U) mentioned in this tender. Rates must be quoted clearly on the free delivery basis at IIT Indore and the total value is also indicated in words.
4. Any optional indicated in techno-commercial bids must be priced separately.
5. In case spares/accessories are applicable, their list and price should be clearly indicated separately.
6. The price must be stated for each item separately. The percentage of reduction, in the unit price, should also be quoted, should order to that extent be placed with you.

Signature of the Tenderer

Name of the Firm:

Contact No.:

Email:

Seal:

Annexure-I
LIST OF DOCUMENTS TO BE UPLOADED WITH TECHNICAL BID

Sl. No	Details	Checklist Yes/No
1	The Bidder should be OEM/Authorized/Distributors/Dealers/Firms etc. and should have the existence of a firm for a minimum period of 5 Years	
2	Valid Manufacturers Authorization Form specific to this tender.	
3	The details of service support (Escalation Matrix details).	
4	Work experience as per chapter 6	
5	Bidder Information- Annexure-II	
6	Client Details- Annexure-III	
7	Tender Acceptance Letter -Annexure-IV	
8	Declaration Regarding Clean Track -Annexure-V	

Note: All the statement copies of the certificates, documents etc., enclosed shall be given page numbers on the right corner of each certificate.

Annexure-II
BIDDER'S INFORMATION
 (On Company/ Firm's Letterhead)

Details of Bidders	
1.	Registered Name of the Bidder
2.	Year of Establishment
3.	Udyog Adhar Memorandum, if MSEs
4.	Registered Address of the Bidder
5.	Status of the Company (Public Ltd./Pvt Ltd.)
6.	Company single or consortium
7.	Valid GST Registration No. with GST Registration State Name
8.	Details of the Incorporation of the Company
9.	Permanent Account No.(PAN)
10.	Name and Designation of the Contact Person
11.	Contact No. Email Address of the Contact Person
12.	Bank Details of the Agency: Bank Name Name of the Branch Branch Code Bank Address Bank Type of Account Account Number NEFT/IFSC Code RTGS Code 9 Digit MICR Code

Annexure-III
CLIENT DETAILS
 (On Company / firm's Letterhead)

To:
 The Joint Registrar
 Materials Management Section
 IIT Indore,
 Simrol, Khandwa Road
 Indore – 453 552.

Date :

**Sub: NIT No. IITI(MM)/PHY(RPJ)/1A/13/146/SDC/22-23 dated 01st Aug 2022 for
 “Supply and Installation of Spare Parts of Rigaku SmartLab PXRD Equipment”**

Dear Sir,

Brief particulars of the similar work done in government institutions: (Please attach copy of work orders for our reference)

Order Placed by (full add of client)	Order No. & date	Brief Description of similar work done Rate Contract with other Companies / govt organization	Value of order	Date of completion of contract	Contact Person along with Telephone No., Fax No. And email Address.
1	2	3	4	5	6

Yours faithfully
 (Signature of the bidder)
 Printed Name
 Designation
 Seal

Annexure-IV
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To, _____

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No: _____

Name of Tender / Work: - _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely, _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc ..), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We do hereby declare that we have quoted our firm rates inclusive of taxes if not mentioned extra.
7. I/We agree to hold this offer open until **180 days** and shall be bound to supply/commission/install the equipment/items and dispatch the same within the specified period.
8. I/We agree to supply and commission/install the equipment/items and complete the whole of the work and hand over to the purchaser within the stipulated period, after receipt of intimation regarding the acceptance of this tender/receipt of supply/service order.
9. **I/We agree that in case if we fail to deliver the goods/complete the work within the specified period, then the institute shall be liable to claim liquidated damages from me/us by invoking EMD.**
10. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ 25 organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder,
Printed Name
Designation with Official Seal)

Annexure-V
DECLARATION REGARDING CLEAN TRACK
 (On Company / firm's Letterhead)

To,
 The Joint Registrar
 Materials Management Section
 IIT, Indore,
 Simrol, Khandwa Road
 Indore – 453 552.

Date: _____

**Sub: NIT No. IITI(MM)/PHY(PRJ)/1A/13/146/SDC/22-23 dated 01st August 2022 for
 "Supply and Installation of Spare Parts of Rigaku SmartLab PXRD Equipment"**

Dear Sir,

I/we carefully gone through the Terms & Conditions contained in the above-referred NIT. I/we hereby declare that my company / firm is not currently debarred / black listed/convicted by any Government / Semi-Government Organizations / Institutions in India or abroad. I/we further certify that I'm a competent officer in my company /firm to make this declaration.

Or

I/we declare the following

No.	Country in which the company is debarred / blacklisted / case pending	Black listed / debarred by Government / Semi Government Organizations / Institutions	Reason	Since when and for how long

In case the above information is found false I/we are fully aware that the tender/contract will be rejected/cancelled by the IIT Indore and EMD / SD shall be forfeited.

In addition to the above, IIT Indore will not be responsible to pay the bills for any completed / partially completed work.

Yours faithfully
 (Signature of the bidder)
 Printed Name
 Designation
 Seal

(NOTE: In case the company/firm was blacklisted previously, please provide the details regarding the period for which the company/firm was blacklisted and the reason/s for the same)

Annexure-VI
Technical specifications compliance Sheet

1. The technical compliance bid must be in this sheet only, otherwise, it should be assumed that the bidder is not able to offer a technically desired product. Information provided elsewhere or in different form will not be considered.
2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.
3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

S. No.	Technical specification	Features available write (Yes/No)	Offered Specification	Any deviation from specification	Remarks
1	Technical Specification as per Tender Document				
2					

Note: Bidder should submit with Technical Specification Compliance Sheet with Technical Specification Bid.

Annexure-VII
PERFORMANCE SECURITY FORMAT

To

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. Dated to supply (description of goods and services) (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee:

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s)/vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the supplier(s)/vendor(s) shall have no claim against us for making such payment.

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

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

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Phone No., Fax No. & e-mail id.