

Technical Specifications and Other Terms and Conditions

Annexure A

Item Name: Supply & installation of 5 seater sofa set with Carved Teak wood of minimum 25 mm thickness.

1. Specification for 5-Seater Sofa (Qty: 01 Set)

GENERIC

Total Number of Seats in the Sofa Set	5
Type of Sofa and Backrest	Seat and Backrest are permanently fixed with the frame Structure
Number of Single Seater Units (Nos)	No Single Seater Unit
Number of Two Seater Units (Nos)	1
Number of Three Seater Units (Nos)	1
Number of Four Seater Units (Nos)	No Four Seater Unit
Frame Covering	Fully Exposed
Sofa Set is Foldable to use as bed	No

Backrest Cushion Material	Rubber
Density of Cushion of Backrest Material (Kg/Cubic M)	50
Covering Material for Seat and Backrest	Fabric

MATERIAL

Frame Structure Material and size (± 1 mm)	Carved Teak wood of minimum 25 mm thickness
Seat Cushion Material	Rubber
Density of Cushion of Seat Material ± 3 (Kg/Cubic M)	50
Type of Spring in the Base / Seating	Web suspension

DIMENSION

Length of Single Seater Units in mm (± 5 mm)	N.A
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Length of Two Seater Units in mm (± 10 mm)	1220
Length of Three Seater Units in mm (± 10 mm)	1850
Length of Four Seater Units in mm (± 10 mm)	N.A
Depth of Sofa Units in mm (± 10 mm)	585
Sofa Height (Without Back Cushion) ± 5 (mm)	500 millimeter
Sofa Height (With Back Cushion) ± 5 mm	750 millimeter
Arm Width ± 5 (mm)	175 millimeter
Arm Height ± 5 (mm)	485 millimeter
Seat Height (With Seat Cushion) ± 5 (mm)	425 millimeter
Sofa Leg Height ± 2(mm)	120 millimeter

Sofa Leg Width / Diameter ± 2 (mm)	75 millimeter
Seat Cushion Length ± 5 (mm)	640
Seat Cushion Width ± 5 (mm)	560
Seat Cushion Thickness ± 3 (mm)	150
Backrest Cushion Length ± 5 (mm)	855
Backrest Cushion Width ± 5 (mm)	500
Backrest Cushion Thickness ± 3 (mm)	150
Thickness of Foam/Rubber in arms ± 2 (mm)	150
Thickness of Foam/Rubber in back ± 2 (mm)	150
Thickness of Foam/Rubber in front ± 2 (mm)	175

Thickness of Foam/Rubber in sides ± 2 (mm)	100
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COLOUR AND FINISH

Colour of Polish on exposed Wood frame	Dark brown
Colour of Covering Material	White

WARRANTY

Warranty	2 - Years
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2. **Warranty: 2 years** onsite warranty from the date of supply & successful installation.

3. **Eligibility Criteria:** Nil.

For any technical query related to enquiry you may to contact

Prof. B. Munwar Basha, Department of Civil Engineering,
Email: basha@ce.iith.ac.in

For Commercial query

Mr. K Ramesh Kumar - Assistant Registrar Email: ar.stores@iith.ac.in
Mr. M. Venkatesh- Sr. Assistant Registrar Email: ar.purchase@iith.ac.in
Ms. D Chanchala Devi- Joint Registrar, Email: hos.snp@iith.ac.in
With CC: office.stores@iith.ac.in

TERMS AND CONDITIONS

1. Delivery period: Material should be delivered and installed within **30 days** from the date of issue of purchase order. The offered delivery period shall have to be strictly adhered to in case an order is placed.
2. Price - The price quoted shall be considered firm and no price escalation will be permitted. The price criteria should be on F.O.R., IIT Hyd . Govt. Levies if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly, giving the basic price and taxes if any.
3. Payment: - **No advance payments are allowed under any circumstances.** 90% Payment will be made against Installation, commissioning & acceptance by IIT Hyd and balance 10% payment will be released after submission of the performance bank guarantee for the value 3% of the order value valid for a period 60 days plus warranty period.
4. **Security Deposit: - (Not applicable)**
 1. Within fifteen (15) days of the award of contract, the vendor shall furnish a Security Deposit amounting to **5%** of the purchase order value in the form of Demand Draft/Bank Guarantee (**from scheduled Bank only**) favoring the Director, IIT Hyd. **The said payment shall be notified to our Banker SBI through SFMS (Structured Financial Messaging System). The bank account details are mentioned as follows.**

For Online Payment of EMD/Security deposit: The EMD/Security deposit Fees can also be paid online, the bank details are as follows:

Name of the Bank & IIT Hyderabad	Account Number	IFSC CODE	Branch code
SBI	30412797764	SBIN0014182	14182

- i. The Security Deposit will be encashed/claimed by IITH if the vendor fails to execute the order.
- ii. The Security Deposit should be valid for a warranty period + 60 days, as the same will be extendable as Performance Bank Guarantee. Hence while preparing the BG, the delivery period and installation and warranty + 60 days needs to be accounted for to cover the BG validity period.
- iii. This Security Deposit will be refunded to the vendor only on satisfactory completion of all contractual obligations including warranty as per this Tender and Purchase Order issued against this Tender.

- iv. **Bank Guarantee wherever mentioned in this document may be read as “Bank Guarantee from any Scheduled Bank” only.**
5. **Earnest Money Deposit (EMD) (Not applicable)**
- The tender documents must be accompanied by Earnest Money Deposit (EMD) of **Rs.0/-** in the form of Insurance Surety Bonds/Account Payee/Demand Draft/ Fixed Deposit Receipt/Banker’s Cheque/ Bank guarantee from any commercial Banks on any Scheduled/Nationalized Bank **in favor of the Director, Indian Institute of Technology Hyderabad.**
 - The original document (other than MSME/NSIC) should be **posted/couriered/given in person to the Stores & Purchase Section of IIT Hyd on or before opening of Technical Bid. In case of non-receipt of original document before the due date of opening of technical bid, the uploaded bid will be summarily rejected.**

Note: If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

- Performance Bank Guarantee:** The 5% Security Deposit which is mentioned above will be extended as Performance Bank Guarantee for a period of warranty period.
- Warranty & Maintenance contract:** The supplier shall warranty equipment/material, system components for a minimum period as mentioned above following satisfactory installation and commissioning. The defects, if any, during the guarantee/warranty period are to be rectified free of charge by arranging free replacement wherever necessary. All expenditure, including government levies on account of the replacement are to be borne by the supplier/agent.
- Installation & Testing:** The installation shall be completed within a week from the date of intimation regarding the arrival of the equipment in the Institute. The installed system shall be performance tested at our premises in accordance with the manufacturer’s/supplier’s recommendation/specifications. Tests shall demonstrate the proper operation of the instrument and all components.

9. The Technical Committee will examine all the technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IIT Hyd or from other Institutes, these feedbacks will be considered for technical evaluation, the bidders will also be called for technical presentations if it is required so.

10. Bid Opening and Evaluation Process:

- a. Technical Bids will be opened as per the Date Schedule & Time.
- b. Financial Bids/Commercial Bids of the eligible bidders will be opened on a later date. The date and time for opening of Financial Bids /Commercial will be announced later.
- c. Bids would be summarily rejected if tender is submitted other than through online portal. The Bid is to be submitted within the stipulated date / time.

Technical Committee

(i) On the due date the technical bids will be opened and referred to a duly constituted technical committee which is duly constituted. The committee will go through the technical aspects of the tender and recommend shortlisted firms. The recommendation of the technical committee is final and binding on all the parties.

(ii) The technical evaluation will be an assessment of the Technical Bid. IIT Hyd representatives will proceed through a detailed evaluation of the Technical Bids as defined in Chapter I (Schedule of requirements, specifications and allied technical details), in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Hyd will examine the information supplied by the BIDDERS, and shall evaluate the same as per the specifications mentioned in this tender.

(iii) The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of IIT Hyd and these criteria/recommendation will also form as a part of short-listing of the firms.

(iv) The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at IIT Hyd or from other Institutes, these feedbacks will be considered for technical evaluation, the bidders will also be called for technical presentations if it is required so. The bidder will have to provide the details/any additional documents as and when sought by the Technical committee.

(v) The information received, and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Technical Committee.

(vi) After the technical evaluation is completed and approved, IIT Hyd shall inform to the BIDDERS whose bids have been rejected technically with the reasons for rejection.

(vii) The successful BIDDERS will be informed regarding the date and time of Commercial bid opening.

(viii) In the event of seeking any clarification from various BIDDERS by IIT Hyd , the BIDDERS are required to furnish only technical clarifications that are asked for. No amendment to the commercial bid will be entertained at that stage. In case if a BIDDER fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any BIDDER indicates the price during the clarification such bids also will not be considered for further evaluation.

11. The Director, IIT Hyd reserves the right to accept the offer in full or in parts or reject it summarily or partly.

12. Kindly furnish your PAN & GST Number etc. in your quotation for our records.

13. Institute reserves the right to cancel the bidding process at any stage.

14. **Requirement of registration:** Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

a. Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT).

b. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

c. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

i. An entity incorporated, established or registered in such a country; or

- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose beneficial owner is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

- ii. For details about registration procedures please visit the above mentioned OM. Mandatory documentary evidence regarding the bidder's registration with DPIIT is to be submitted along with the tender, failing which the tender shall be liable for rejection. Bidders are also requested to submit the Model Certificates **as per Annexure** for this tender as mentioned in the Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

15. Public Procurement (Preference to Make in India), Order 2017:

- i. IIT Hyd shall compare all substantially responsive bids to determine the lowest valued bid. This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and its subsequent amendments. Accordingly preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.
 - ii. As per the above order and its subsequent amendments "Local Content" means the amount of value added in India which shall be value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all the custom duties) as a proportion of the total value, in percent. Accordingly the suppliers will be classified in following categories.
 1. Class I local Supplier – has local content minimum 50%
 2. Class II local Supplier – has local content minimum 20%
- b. **Verification of Local Content** : The Class I Local Supplier /Class II Local Supplier at the time of bidding shall be required to indicate the percentage of local content and provide self-certification as per **Annexure** that the items offered meet the local content requirement. The details of the location(s) at which the local value addition is made also needs to be specified.

The bidders can be debarred for a period of up to two years as, per Rule 151(iii) of GFR 2017, in case of false declaration.

Complaint Redressal Mechanism:

In case any complaint received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/domestic value addition in a product, the same shall be referred to competent authority at IITH or the relevant Ministry.

The bidder against whom the complaint is received shall be required to furnish the necessary documentation in support of the domestic value addition claimed in the product to authority. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim

A complaint fee of Rs. 2 lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs.5 lakh), whichever is higher, to be paid by Demand Draft to be deposited with Procuring Institute. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- 16. Note for MSME/NSIC/Start up Bidder:** If in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirements, under any Rules / Guidelines/ Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule/Guidelines/ Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted along with the Technical Bid.

These exemptions /relaxations are meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the policy.

This Bid is also governed by latest General terms and conditions as per GeM

ANNEXURE -B

FORMAT OF COMPLIANCE STATEMENT OF SPECIFICATIONS

1	2	3	4	5	6
S. N.	Name of specifications/part / Accessories of tender enquiry As per Annexure A of the Tender Document.	Specifications of quoted Model/ Item	Compliance Whether "YES" Or "NO"	Deviation, if any, to be indicated in unambiguous terms	Whether the compliance / deviation is clearly mentioned in technical leaflet/ literature
1					
2					
3					
n					

NOTE: The bidder should also submit the Brochure with technical details of the product supporting the compliance statement.

ANNEXURE - C

UNPRICED TECHNICAL BID
(Bidder should provide the following details on Letter head)

Quotation No:

Date:

Name of the Bidder _____

GeM bid No. _____

Sr.No	Item Description	Country of Origin	Make & Model	HSN Code	GST %	Qty
1						
2						
3						
n						

Other Terms & Conditions

1	Payment terms	:
2	Delivery Period from the date of Issue of PO	:
3	Warranty	:
4	Any other additional terms	:

ANNEXURE – D

MANUFACTURER’S AUTHORIZATION & WARRANTY SUPPORT DECLARATION

(ON OEMs Letter head)

Date:

Tender No / GeM bid no:

To
The Director,
Indian Institute of Technology Hyderabad,
Kandi, Hyderabad – 502 284

We, _____ [name of Manufacturer], who are official manufacturers of [Insert type of goods manufactured] having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee, warranty, availability of spare parts and AMC support in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Authorized representative of the Manufacturer

Authorized representative Bidder

Signature:

Signature:

Name:

Name:

Address:

Address:

Mobile No:

Mobile No:

Email ID:

Email ID:

Declaration for Local Content (on OEM's Letter Head)

**(To be given on Company Letter Head - For tender value below Rs.10 Crores)
(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)**

Date: _____

To,
The Director,
Indian Institute of Technology Hyderabad,
Kandi, Sangareddy- 502284

Sub: Declaration of Local content

Tender Reference No: _____

Name of Tender / Work: - _____

1. Country of Origin of Goods being offered: _____

2. We hereby declare that items offered has ___% local content **(Please provide exact %)**.

3. Details of location at which local value addition will be made / made: (Complete address to be mentioned) _____

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."*

**Yours Faithfully,
(Signature of the Bidder/OEM, with Official Seal)**

ANNEXURE F

CERTIFICATE BY BIDDER- DPIIT REGISTRATION

“ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, / if from such a county, has been registered with the Competent Authority (copy of the Registration Certificate enclosed) . I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered.

Signature with Date and Stamp
Of the Bidder

ANNEXURE G

DECLARATION REGARDING CLEAN TRACK/NO LEGAL ACTION

(to be provided on letter head of the firm)

I hereby certify that the above firm namely _____ is neither blacklisted by any Central/State Government/Public Undertaking/Institute nor any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any of the details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

OR

I hereby certify that our firm namely _____ was blacklisted by _____ for a period of _____years/months at the Institute Level/ All Indian Level.

Date:

Authorized Signatory

Name:

Place:

Designation:

Contact No.:

ANNEXURE -H

BIDDER INFORMATION FORM

Company Name : _____

Registration Number : _____

Manufacturer /Distributor for the quoted product : _____

Registered Address : _____

Name of Partners /Director:_____

City : _____

Postal Code : _____

Company's Establishment Year : _____

Company's Nature of Business : _____

Company's Legal Status (tick on appropriate option)

- 1) Limited Company
- 2) Undertaking
- 3) Joint Venture
- 4) Partnership
- 5) Others (In case of Others please specify)

Company Category

- 1) Micro Unit as per MSME
- 2) Small Unit as per MSME
- 3) Medium Unit as per MSME
- 4) Ancillary Unit
- 5) SSI
- 6) Others (In case of Others please specify)

CONTACT DETAILS

Contact Name: _____

Email Id : _____

Designation : _____

Phone No : (_____) _____

Mobile No : _____

BANK DETAILS

Name of Beneficiary : _____

A/c. No. CC/CD/SB/OD: _____

Name of Bank : _____

IFSC NO. (Bank) : _____

Branch Address and Branch Code: _____

Other Details

Vendor's PAN No. _____

Vendor's GST _____

GeM Registration no _____

ANNEXURE – I

PREVIOUS SUPPLY ORDER LIST FORMAT

Order placed by <i>{Full address of Purchaser}</i>	Order No. and Date	Description and quantity of ordered equipment	Value of order	Contact Person along with Telephone no., Fax no. and e-mail address.

Note: Technical Committee may seek additional information from the existing users at IIT Hyd or from other Institutes, these feedbacks will be considered for technical evaluation.

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

ANNEXURE - J

ACCEPTANCE OF TENDER TERMS
(To be given on Company Letter Head)

Date: DD/MM/YYYY

To,

The Director
Indian Institute of Technology Hyderabad
Kandi - 502 285.Telangana, India

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No/GeM Bid no: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned "Tender" 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 (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/ organization 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 certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ 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, with Official Seal)

NO RELATIONSHIP CERTIFICATE

(On Company Letterhead)

1. I/We hereby certify that I/We* am/are* related/not related (*) to any officer of IIT Hyderabad.
(If related provide the details of the employee)
2. I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.
3. I/We also note that non-submission of this certificate will render my / our tender liable for rejection.

Date:

Authorized Signatory
Name:

Place:

Designation:
Contact No.:

ANNEXURE –L

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To
Indian Institute of Technology Hyderabad.
Kandi, Sangareddy 502284

WHEREAS _____(Name of Bidder) (hereinafter called "the Bidder" has submitted its Bid dated _____ (Date) for the execution of (Name of Contract)_____ Tender no & Date: _____(hereinafter called "the Bid") in favour of _____hereinafter called the "Employer" (IFSC Code: SBIN0014182 ; KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the employer for the sum of Rs _____(Rupees_____only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITION of this obligation is:

If the bidder withdraws or amends their offer of empanelment before finalization of empanelment by the employer,
We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence the above condition.

Notwithstanding anything contained herein

- i. Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees _____only)
- ii. This Bank Guarantee **(it should be valid six months from the date of issue of BG)** is valid up to _____ and
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 20__

SIGNATURE OF THE BANK

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
Indian Institute of Technology Hyderabad.
Kandi, Sangareddy 502285

Dear Sirs,

In consideration of the Indian Institute of Technology Hyderabad (hereinafter referred to as the "Buyer" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors administrators and assigns) having issued to (Name of the seller) with its Registered / Head Office at (hereinafter referred to as the "Seller" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No. dated and the same having been unequivocally accepted by the seller resulting into a Contract between the buyer and the seller for supply of, more fully described in the said Purchase Order and the buyer in terms of one of the provisions of the said Purchase Order and whereas the Seller has undertaken to produce a Bank Guarantee amounting to Rs. _____, which is **5%** of the Contract value in aggregate for Performance and Warranty to the Buyers.

We, the _____ bank hereby expressly, irrevocably and unreservedly undertake the guarantee as Principal obligators on behalf of the SELLER that, in the event that the BUYER declares to us that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the BUYER by reason of breach/failure to perform by the said SELLER of any of the terms and conditions in the contract related to the Performance and Warranty clauses, we will pay you, on demand and without demur, all and any sum up to (**5%** of the contract value) Rs. _____ only at any one instance under this Guarantee. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We shall not be entitled to ask you to establish your claim or claims under this guarantee but will pay the same forthwith without any protest or demur. We undertake to effect the payment upon receipt of such written demand.

We shall not be discharged or released from the undertaking and guarantee by any arrangements, variations made between you and the SELLER, indulgence to the SELLER by you, or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time performance or otherwise.

We further agree that any such demand made by the BUYER on the Bank shall be conclusive, binding, absolute and unequivocal notwithstanding any difference or dispute or controversy that may exist or arise between you and the Seller or any other person.

In no case shall the amount of this guarantee be increased.

This Performance-cum-Warranty guarantee shall remain valid for a period until 60 days beyond the warranty period i.e. upto _____

Subject to the terms of this Bank Guarantee, the issuing bank hereby irrevocably authorizes the beneficiary to draw the amount upto Rs. _____ (5% of the total contract value) for breach/failure to perform by the Seller of any of the terms and conditions of the contract related to performance and warranty clause. Notwithstanding anything mentioned herein, the total drawings under the Guarantee by the buyer shall not exceed 5% of the total contract value. Partial drawing and multiple drawings under this Bank Guarantee are allowed within the cumulative amount and subject to each such drawing not exceeding 5% of the contract value.

This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of M/s. _____. We undertake not to revoke this guarantee during the currency except with previous consent of BUYER in writing.

Notwithstanding anything contained herein above:

- Our liability under this Guarantee shall not exceed Rs. _____ (Rupees _____ only (in words)
- This Bank Guarantee shall remain valid until 2 months from the date of expiry of warranty period of the contact i.e. upto _____ (mention the date) which is 2 months after expiry of the warranty period and the BG shall cease to be valid after _____ irrespective whether the Original Bank Guarantee is returned to us nor not.
- We are liable to pay guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written demand or a claim in writing on or before _____ (Expiry Date)

Dated the _____ day of _____ (month and year)

Place

Signed and delivered by _____ (name of the bank)

Through its authorized signatory