

## SINGLE TENDER ENQUIRY

Tender no: IITH/RENUJOHN/BME/2022/S/T113

Date: 28/03/2023

Indian Institute of Technology Hyderabad invites bid (e-mail) in Single Bid (Technical bid + Financial Bid), from OEM/Authorized distributors/Authorized dealer for the following item

Item Description	Qty
LEGION ADC	01
AMP 128 FOR LEGION ADC	01
PHOTOSOUND PROBE	01

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>

**The bid is to be submitted online through email to Prof. Renu John, Dept. of Biomedical Engineering - Email: [renujohn@bme.iith.ac.in](mailto:renujohn@bme.iith.ac.in) and CC to [ar.purchase@iith.ac.in](mailto:ar.purchase@iith.ac.in), [hos.snp@iith.ac.in](mailto:hos.snp@iith.ac.in) on or before the last date and time of submission of tender.**

### Schedule of Dates

Sr.No	Particulars	Date	Time
1	Date of Online Publication/Download of Tender	28/03/2023	11:00 AM
2	Bid Submission Start Date	28/03/2023	11:10 AM
3	Bid Submission Close Date	31/03/2023	11:00 AM
4	Opening of Technical Bids	31/03/2023	11:10 AM

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## INSTRUCTIONS FOR BID SUBMISSION

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/epublish/app> OR Institute website- <https://iith.ac.in/tenders>.

### 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.
3. Single Bid - technical bid + financial bid in PDF files in one zip file.

## **TERMS & CONDITIONS**

1. It may kindly be noted that your bid should:
  - a) Single Part (Technical + Financial)
2. The acceptance of the quotation will rest with the competent authority, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reason.
3. Price quoted should be as per the BoQ and valid for a minimum period of 60 days from the date of opening of the quotation. The rate quoted should be free delivery at IITH Stores, Kandi 502 284.
4. Complete specification with manufacturer's name and address should be given while quoting. Literature/Pamphlets should also be enclosed wherever applicable
5. In cases of agents quoting on behalf of the 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:
  - a. The manufacturer directly or through one agent on his behalf; or
  - b. Agent on behalf of only one principal.
6. IIT Hyd is registered with Dept. of Scientific & Industrial Research, Govt. of India and concessional customs duty is leviable vide notification no. 54/2002-Customs on all imports covered under notification No.51/96-Customs dated 23.07.1996.
7. In case the items in the enquiry are covered by any rate contract or running contract finalized by any other state or central Government, it should be specified in your quotation and accepted contract rates should also be mentioned.
8. **Delivery period:** supply, installation should be completed within 6 Months 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.
9. Liquidated Damages Clause for delays: The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price.
10. If the deliveries are not maintained and due to that account the purchaser is forced to buy the material at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier

## 11. Prices:

Bid prices should be filled in the appropriate format as mentioned in Price Schedule. All the bidders should quote prices for each and every item/accessories separately

### A. Bidders Quoting in Indian Rupees ( INR)

(i) The price of the goods must be as per the BoQ.

(ii) The price mentioned in BoQ must be inclusive of transportation, Insurance, loading and unloading and any other local service required for delivering the goods for the desired destination as decided by IIT Hyd. Loading and unloading is strictly in vendor scope. IIT Hyd will not provide any manpower support towards the same.

(iii) The installation, commissioning and training charges (If any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.

(iv) The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.

(v) Unloading of the goods at IIT Hyd is strictly in the scope of the bidder, no manpower will be provided by IIT Hyd.

### B. Bidders Quoting in Foreign Currency

(i) The mode of shipment must be clearly mention in the BoQ viz Ex-works, FCA, FOB, CIP, DDP etc.

(ii) Courier mode of shipments will not be acceptable. The Shipments must be dispatched under Cargo Mode only.

(iii) The mode of shipment once mentioned cannot be changes without the consent of IIT Hyd

(iv) Any financial implication leading to change of mode of shipment or any deviation from the bid submitted shall be borne by the bidder.

(v) The charges towards insurance and transportation of the goods and agency commission must be clearly mentioned.

(vi) The installation, commissioning and training charges (If any) must be mentioned as per the BoQ (if requested separately in BoQ) else the price quoted will be taken as inclusive of installation, commissioning and training.

(vii) The institute will not be responsible in case of the bidders failing to include any of the above mentioned prices in their bid. The price mentioned in the BoQ will be final and the bidder has to comply with that, if awarded the tender.

C. IIT Hyd is exempted from payment of Customs Duty under notification No.51/96 dated 23.07.1996. No other charges than those mentioned clearly in the quotation will be paid.

## 12. Bank Charges:

All Bank charges inside India, including opening of LC, to IIT Hyd Account and all charges outside India to Beneficiary's Account only. In case the BIDDER seeks confirmation of LC such confirmation charges are to the Beneficiary's account.

## 13. Agency Commission & Services:

a) The Indian Agency commission if any will be payable in Indian currency only after the receipt of consignment in good condition at our Stores and satisfactory installation and commissioning of the ordered equipment.

b) In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission and taxes if any payable to him. Such amounts will be paid in Indian Currency to the Indian Agent.

c) Details of services rendered by the Agency/Indian Agent as well as after-sales services offered are to be clearly specified in the bid.

14. **Currency of Payment** - The contract price will be paid in the currency/currencies in which the price is stated in the contract

## 15. Payment: - No advance payments are allowed.

100% payment shall be made against delivery, installation, commissioning and on demonstration of the whole system to the satisfaction of the Institute/Scientist/Technologist/Indentor/Professor etc.

16. **Security Deposit:** Within fifteen (15) days of the award of contract, the successful bidder shall furnish a security deposit for 03% of the purchase order value in the form of demand draft/bank guarantee (from scheduled Bank only) favoring the Director, Indian Institute of Technology, Hyderabad. The Security Deposit will be returned on successful installation of the equipment.

17. **The Performance/Warranty Bank Guarantee** for 3% of the order value will be submitted for release of the balance 10%, valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations, including warranty obligations

18. The IIT Hyd will forfeit the 3% security deposit if vendor fails to execute the order as per the Purchase Order.
19. **Bank Guarantee wherever mentioned in this document may be read as "Bank Guarantee from any Scheduled Bank" only.**
20. Warranty & Maintenance contract: The supplier shall warranty equipment, system components for a minimum period of **1 (One) year** 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
21. 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.
22. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable
23. Kindly furnish your PAN & GST Number etc. in your quotation for our records.
24. Conditional tenders will not be accepted.
25. **Requirement of registration:** Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.
  - i. 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).
  - ii. "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.
  - iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
    - a) An entity incorporated, established or registered in such a country; or

- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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.

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

- a) IIT Hyd shall compare all substantially responsive bids to determine the lowest valuated 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.
- b) 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.
  - i) Class I local Supplier – has local content minimum 50%
  - ii) Class II local Supplier – has local content minimum 20%
- c) **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 D 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 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.

19. ARBITRATION: a) Unless otherwise specified, in all cases of disputes which cannot be settled by mutual negotiations, the disputes or differences shall finally be settled and binding on both parties by arbitration in conformity with the rules of Indian Arbitration Act, 1940. All disputes or differences what so ever arising between the parties out of relating to the construction, meaning and operation or effect of the general terms and conditions including the Purchase Order or the breach thereof shall be settled by Arbitration Act, 1940 and the award made in pursuance thereof shall be binding on the parties.

b) Performance of the purchase order shall continue during arbitration and any subsequent proceedings.

c) The Jurisdiction and Venue of arbitration shall be Hyderabad. The Arbitrator will be the Director, IIT Hyderabad, or his nominee.

20. **Note for MSME/NSIC 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 /relaxation 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.**

21. All disputes shall be settled in the courts of Hyderabad/Sangareddy only

22. The Director, IIT Hyd reserves the right to accept the offer in full or in parts or reject summarily or partly and also reserves the right to cancel the tender at any stage without assigning reasons

**For any technical query related to enquiry you may to contact**

Prof. Renu John, Dept. of Biomedical Engineering, Email: [renujohn@bme.iith.ac.in](mailto:renujohn@bme.iith.ac.in)

For Commercial query

Mr. Suresh Nair - Assistant Registrar Email : [ar.purchase@iith.ac.in](mailto:ar.purchase@iith.ac.in)

Ms. Chanchala Devi – Deputy Registrar Email : [hos.snp@iith.ac.in](mailto:hos.snp@iith.ac.in)

With CC: [office.stores@iith.ac.in](mailto:office.stores@iith.ac.in)

***Note : Participation in this tender is by invitation only and is limited to the selected Purchaser's registered suppliers. Unsolicited offers are liable to be ignored.***

ANNEXURE A

**TECHNICAL SPECIFICATIOIS**

The combination of ADC, AMP and probe should be compatible with each other. They should provide a high signal-to-noise ratio (SNR), which is essential to detect and record minimal signals generated during an experiment and it will be used for academic and research applications, for conducting imaging experiments on phantoms.

The following are the technical specifications:

<b>Legion ADC</b>	
Number of channels	128
Programmable gain	6 to 51 dB
Resolution	12 bit
Analog bandwidth	12.5 kHz to 25 MHz
Sampling rate	40 MSPS
Input impedance	50 $\Omega$
Trigger/frame rate	Up to 200 Hz /fps
Points/frame/channel	4096
Electrical trigger	Two sets of programmable electrical trigger input and output
Optical trigger	Two optical trigger inputs for connecting patch fibres (allowing triggering from external light sources)
Data transmission	USB 3.0 port for high data transmission
Power	12VDC 5A power connector
<b>Legion AMP</b>	
Number of channels	128
Amplification	40 dB
Input impedance	2.2 M $\Omega$



భారతీయ సాంకేతిక విజ్ఞాన సంస్థ హైదరాబాద్  
भारतीय प्रौद्योगिकी संस्थान हैदराबाद  
Indian Institute of Technology Hyderabad

Indian Institute of Technology Hyderabad

Kandi, Sangareddy - 502 284, Telangana, India

Phone: 040-23016071:

Website: [www.iith.ac.in](http://www.iith.ac.in), Email: [office.stores@iith.ac.in](mailto:office.stores@iith.ac.in)>

Output impedance	50 $\Omega$
Bandwidth (at -6 dB)	40 kHz to 45 MHz
<b>PhotoSound Probe</b>	
Probe Type	Linear probe
Frequency range	5.0 – 12.0 MHz
Number of elements	128 elements
Element dimension	Width of 4 mm
Pitch between elements	0.3 mm
Length of array	38.4 mm
Field of view	40 mm
Elevation focus	20 mm

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					

**BILL OF MATERIALS**

Quotation No :

Date:

Name of the Bidder \_\_\_\_\_

Tender No. \_\_\_\_\_

Sr.No	Item Description	Country of Origin	Make & Model	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 :
- 5 Order to be placed (Full address including email and mobile number) :

MANUFACTURER’S AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer]

Date: [Insert date (as Day, month and year) of Bid submission]

Tender No.: [Insert number from Invitation for Bids]

To: [Insert complete name and address of Purchaser]

WHEREAS

We [insert completer 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 and warranty in accordance with the Terms and Conditions of Contract with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

CERTIFICATE  
ON COMPANY LETTERHEAD

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



**Declaration for Local Content from OEMs 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)**

BIDDER INFORMATION FORM

Company Name : \_\_\_\_\_

Registration Number : \_\_\_\_\_

Registered Address : \_\_\_\_\_

\_\_\_\_\_

Name of Partners /Director: \_\_\_\_\_

\_\_\_\_\_

City : \_\_\_\_\_

Postal Code : \_\_\_\_\_

Company's Establishment Year : \_\_\_\_\_

Company's Nature of Business : \_\_\_\_\_

Company's Legal Status 1) Limited Company

(tick on appropriate option ) 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)



Indian Institute of Technology Hyderabad

Kandi, Sangareddy - 502 284, Telangana, India

Phone: 040-23016071:

Website: [www.iith.ac.in](http://www.iith.ac.in), Email: [office.stores@iith.ac.in](mailto:office.stores@iith.ac.in)>

## 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

PAN No. \_\_\_\_\_

GST No. \_\_\_\_\_

GEM Registration No. \_\_\_\_\_

ANNEXURE – H

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: \_\_\_\_\_

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/ organisation 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/ organisation 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)

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

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

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 3% 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 upto ( 3% 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. \_\_\_\_\_ ( 10% 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 10% 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 10% of the contract value.

This guarantee shall be 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  
(Signature with Seal)