



# CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS

(An Autonomous Institute of Department of Biotechnology, Ministry of Science and Technology, Govt. of India)

**Inner Ring Road, Uppal, HYDERABAD - 500039 (Telangana State) India**

**Ph. No. 040-27216020/6026 Email: purchase@cdfd.org.in**

## **NOTICE INVITING TENDER**

**TENDER NO. PUR/OLG/ARC/2018**

**Date: 01.06.2018**

Sealed tenders are invited on behalf of and by the Director CDFD, from reputed manufacturers / authorized distributors of Indian / Foreign Firms for entering in to Annual Rate Contract basis for supply Modified and Unmodified Oligonucleotides.

1. **Details of Tender: Cost of the Tender Documents: Rs.1500/- (Rupees Fifteen Hundred Only) through DD in favour of Director, CDFD, Hyderabad.**
2. Interested eligible bidders may download the complete bidding documents from our Website (<http://www.cdfd.org.in>) from **01.06.2018 onwards** (back to back printing). All such downloaded tender documents should be accompanied by a **non-refundable** DD for Rs. 1500/- (Rupees Fifteen hundred only) towards the cost of Tender document. The cost of Tender documents should be paid by DD in favour of The Director, CDFD, Hyderabad and no other mode of payment will be accepted.
3. The Tender document fee of Rs. 1500/- to be provided is a separate Demand Draft in favour of The Director, CDFD, Hyderabad.
4. The Tender document fee should not be clubbed with EMD amount for technical reasons.
5. No Exemption is allowed for payment of Tender document fees irrespective of Registration with DGS & D, MSME, NSIC etc.
6. Earnest Money Deposit / Bid Security: E.M.D amounting to Rs. 20,000/- (Rupees Twenty Thousand only) by way of Demand Draft / Bank Guarantee of a commercial bank in favour of "Director, CDFD and payable at Hyderabad" obtained from any Commercial Bank, should be enclosed along with the Bid.
  - I. This amount is interest free and will be returned to the unsuccessful bidder after finalization of the Contract within 30 days.
  - II. The Firms registered with DGS & D, NSIC and MSE if any, are exempted from payment of Earnest Money Deposit (EMD) and enclose the valid proof along with Quotation.
7. **The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.**
8. **Due Date for Receipt of Tenders: 27.06.2018 @ 6.00 pm**  
**Opening of Technical Bids: 28.06.2018 @ 11.00 am at Committee Room, CDFD, Inner Ring Road, Uppal Hyderabad-500039**  
 If the above stated opening or closing date(s) happens to be Govt. holiday(s) / BANDH, the submission / opening of the tender will be on the next working day as per the time scheduled.
9. **The sealed cover duly super-scribed with Tender No. CDFD/PUR/OLG/ARC/2018 Due on 27.06.2018 @ 6.00pm containing bid along with the relevant documents should be dropped in the Sealed Tender Box kept at the Purchase Section, CDFD, Inner Ring Road, Uppal, Hyderabad on or Before 6.00 PM of 27.06.2018. The Tender document at any cost should not be handed over to any persons.**
10. The Director CDFD reserve the right to accept the lowest offer or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are also liable to be rejected.
11. **Bidders sending their quotations through courier / postal services should ensure to send the same well in advance as CDFD does not take any responsibility for late receipt of quotes due to postal / courier delays.**
12. Tenders submitted without EMD will be rejected. Tenders received after due date and time will not be entertained. Institute is not responsible for any postal delay. CDFD does not take any responsibility for loss of Tender in transit sent by courier or any postal delays, Tenders received after the due date and time will be summarily rejected. Incomplete or conditional tenders are liable for rejection.
13. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected.
14. This Notice Inviting Tender (N.I.T) shall form part and parcel of the Tender Document.
15. The bidder shall sign all the pages of the tender document and other documents submitted by him.

Sign. of Bidder

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16. The tender shall be submitted in single Tender Basis. The sealed cover duly super-scribed with Tender No. **PUR/OLG/ARC/2018 Due on 27.06.2018** containing Tender along with the relevant documents should be dropped in the Sealed Tender Box kept at the Purchase Section, Uppal, **on or before 6.00PM of 27.06.2018**. The Tender document at any cost should not be handed over to any persons.
17. Tenders submitted without Tender document cost will be rejected. Tenders received after due date and time will not be entertained. Institute is not responsible for any postal delay. CDFD does not take any responsibility for loss of Tender in transit sent by courier or any postal delays, Tenders received after the due date and time will be summarily rejected. Incomplete or conditional tenders are liable for rejection.
18. Prices quoted should be up to CDFD Stores, Inner Ring Road, Uppal, Hyderabad.
19. The material will not be supplied by you on less than the Rate Contract prices to any other govt. Institution. If the same is found, the proportionate recoveries will be made.
20. The item supplied should be certified by the supplier to be of genuine quality/make and procured from the authorized stockist / dealer / Manufacturer.

Sd/-  
I/c – Stores & Purchase

# TENDER DOCUMENT

**FOR**

**Supply of Modified and Unmodified  
Oligonucleotides**

**TENDER # PUR/OLG/ARC/2018**



***CDFD***

**Centre for DNA Fingerprinting and Diagnostics**

(An autonomous Centre of the Department of Biotechnology, Ministry of Science & Technology, Govt. of India)

Inner Ring Road, Uppal, HYDERABAD - 500039 (Telangana State)  
India

## CHAPTER - I

### INSTRUCTIONS TO BIDDERS

1. **ELIGIBLE BIDDERS:** This Invitation for Bids is open to all Original Manufacturers / their Authorized Dealers / vendors / suppliers to quote on their behalf for this tender as per Manufacturer's Authorization Form and Indian Agents of foreign Principals, if any who possess the qualifying requirements as specified in the Tender.
2. **CAPACITY OF BIDDER:** Any person signing a Tender shall submit documentary evidence that his signature on the Tender, submitted by him, is legally binding upon himself, his firm. If it is detected that the person so signing the Tender has no authority to do so, The Director, CDFD may, without prejudice to other civil and criminal remedies, not consider the Tender and hold the signatory liable for all costs and damages. The bidder shall produce a certificate from the Manufacturer of the offered product that they are the authorized dealer in India.
3. **QUALIFICATION CRITERIA:**
  1. The Bidder should be a manufacturer / Authorized Dealer in the similar business for the last 3 years.
  2. The Bidder should have executed at least one similar Annual Rate Contract with any department of State / Central / Public Sector / Universities / R & D Institutes during the preceding 3 financial years. Proof to be enclosed with the quote
  3. The Bidder should not be black listed / debarred by any department of State / Central / Public Sector / Universities / R & D Institutes.
  4. The bidder should be free from all encumbrances and eligible to receive Government Contracts.
4. **CONTENT OF BIDDING DOCUMENTS:** The goods required, bidding procedures and contract terms are prescribed in the bidding documents. The bidding documents, apart from the invitation for bids have been divided into 6 chapters as under:
  1. Chapter 1 :Instructions to Bidder
  2. Chapter 2: Detailed Terms & Conditions
  3. Chapter 3 :Price Schedule Format
  4. Chapter 4 :Other Formats

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents will be at the Bidder's risk and may result in rejection of its bid.

5. **CLARIFICATION OF BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Tender Document shall contact the Purchaser in writing. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than 7 days prior to the deadline for submission of bids.
6. **LANGUAGE OF BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in Hindi/English language only.
7. **DOCUMENTS TO BE ENCLOSED WITH BID:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser shall be written in Hindi/English language only.
  - i. Tender Document Fee
  - ii. Bid Form (Bid Submission Covering Letter) as per format given at ANNEXURE-A.
  - iii. Detailed Annual Rate Contract Proposal along with Terms and Conditions.
  - iv. CDFD Tender document duly signed by the bidder on all the pages.
  - v. Bid Security / EMD as per format given at ANNEXURE-C.
  - vi. One Copy of Annual Rate Contract executed by the Bidder.
  - vii. Copies of Firm Registration, GST Registration and Latest IT returns.
  - viii. Check List as Annexure-E

**Note: Your Bid will be rejected if all the above enclosures are not attached with the Technical Bid without seeking any further clarifications from you.**

8. **BID FORM (Bid Submission Covering Letter):** The bidder shall use the format as per Annexure-A.
9. **BID SECURITY / EARNEST MONEY DEPOSIT (EMD):** The Bidder shall furnish, as part of its bid, a bid security (BS)/ Earnest Money Deposit (EMD) for an amount of Rs.20,000/- (Rupees Twenty Thousand only) as specified in the Invitation for Bids. The BS shall be submitted either by the principal or by the Indian agent and in the case of indigenous bidders, the BS shall be submitted by the manufacturer or their authorized dealer. The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture. The Bid Security shall be in Indian Rupees for offers received for supply within India or freely convertible currency in the case of offers received for supplies from foreign countries.. The bid security shall be in one of the following forms at the bidders' option:
  - a. A bank guarantee issued by a Nationalized/Scheduled bank/Foreign Bank as per the format provided at Annexure-C in the bidding documents and valid for three months; or
  - b. A Banker's cheque or demand draft in favour of Director, CDFD, payable at Hyderabad.

The Bid Security should be submitted in its original format. Copies shall not be accepted.

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- The Bid Security of unsuccessful bidder will be discharged /returned as promptly as possible as but not later than 15 days after the expiration of the period of bid validity or placement of order whichever is later.
- The successful Bidder's Bid Security will be discharged upon the Bidder furnishing the performance security.
10. The firms registered with DGS&D, NSIC and Micro and Small Enterprises (MSE) if any, are exempted from payment of BS provided such registration includes the item they are offering and submit the valid registration copy with the quotation.
  11. **The firms registered with MSME/MSEs should indicate the Udyog Aadhar Memorandum (UAM) Identification Number in their quotation failing which the exemption of EMD and other benefits as available will not be applicable.**
  12. **Bidders are requested to note the revised rates of GST as applicable to the Public Funded Research Institutions under the Notification No. 47/2017 Integrated Tax (Rate) and Notification No. 45/2017 Central Tax (Rate) dt. 14.11.2017 issued by Department of Revenue, Ministry of Finance, Government of India.**
  13. The Bid Security may be forfeited (EMD):
    - a. If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder; or
    - b. In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 7 days of the order and/or fails to furnish Performance Security within 7 days from the date of contract / order.
  14. **PERIOD OF VALIDITY OF BIDS:** Bids shall remain valid for 60 days after the date of bid opening.
  15. Bidders intends to send their bids through courier / postal services should ensure to send the quote well in advance as CDFD never takes any responsibility for the delay in receipt of the bids.
  16. The Bidder is required to go through all the Terms & Conditions of the Tender document and sign all the pages as token of acceptance of having read the Terms and Conditions and accepted the same.
  17. **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the Purchaser at the address mentioned above not later than the time and date specified therein. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day. The Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
  18. **LATE BIDS:** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser will be rejected. Such tenders shall be marked as late and not considered for further evaluation. It will be returned to the bidders in their original envelope without opening.
  19. **WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS:** A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice and is received by the Purchaser prior to the deadline for submission of bids. No Bid may be withdrawn in the interval between dead-line for submission tender document. Withdrawal bids will be returned to the bidder without opening of the same during the opening of technical bids. However, no withdrawals of Bids are permitted after the Deadline for submission.
  20. **CONFIDENTIALITY:** Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until placement of the Order.
  21. **PRELIMINARY EXAMINATION:** The Purchaser shall examine the bids to confirm that all documents requested have been provided, required sureties have been furnished, and to determine the completeness of each document submitted.
  22. **CLARIFICATIONS BY CDFD:** The Tender Evaluation Committee may seek clarifications on the commercial terms if deemed fit and the bidder to provide such clarifications in a reasonable time immediately within a day or two.
  23. **AWARD CRITERIA:** The Purchaser will award the Annual Rate contract to the bidder who has quoted for all the scales of Modified and Unmodified Oligoes as per CDFD requirements. The Purchaser if deemed fit may conclude one or more parties for the award of Annual Rate Contract for the same items.
  24. **PERFORMANCE SECURITY:** Performance Security @ 5% of the total projected order value may be submitted before awarding the Rate Contract.
  25. **STANDARDS:** The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.
  26. **DISQUALIFICATION OF TENDERS:**
    - Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice.
    - Conditional quotations will be liable for rejection or may not be considered.
    - Fax or e-mail tender documents /bids will be rejected.
    - Submission of Single Bid as against Two Bid System or Quotes submitted in Email/fax will be rejected.

Sign. of Bidder

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27. **FRAUD AND CORRUPTION:** The purchaser requires that the *bidder's* suppliers and contractors observe the lowest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

"Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract; "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## CHAPTER 2

### DETAILED TERMS AND CONDITIONS

1. Email Order will be sent on every Tuesday.
2. Proforma Invoice to be provided on Wednesday confirming the quantities prices etc.
3. Concessional GST to be collected from CDFD on Wednesday.
4. Oligos to be delivered on Friday ie within 4 working days.
5. **DEFINITIONS :** In this Contract, the following terms shall be interpreted as indicated: The following words and expressions shall have the meanings hereby assigned to them:
  - a. "Contract Price" means the price payable to the Supplier as specified in the Purchase Order, subject to such additions and Adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - b. "Day" means calendar day.
  - c. "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Purchase Order.
  - d. "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser as per the Purchase Order.
  - e. "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, commissioning, training and initial maintenance and other such obligations of the Supplier as per the Purchase Order.
  - f. "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Purchase Order.
  - g. "The final destination," where applicable, means the place of delivery as indicated in the Purchase Order.
6. **SUPPLIER'S RESPONSIBILITIES:** The Supplier shall supply all the Goods and Related Services included in the Scope of Supply and the Delivery and Completion Schedule, as per Purchase Order Terms.
7. **CONTRACT PRICE:** Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Purchase Order shall not vary from the prices quoted by the Supplier in its bid.
8. Annual Rate Contract is valid for one year and may be renewed for further period of one year on mutually agreed terms and conditions.
9. **Delivery Schedule:** The ordered materials are to be supplied within 2 weeks from the date of receipt of order.
10. The material must be supplied within stipulated period / validity of supply order placed against this Rate Contract. In case of delay in supply from the side of supplier, a penalty of 0.5% per week of order value will be charged for delayed period subject to a maximum of 10% percent to be decided by the Competent Authority on case to case basis.
11. **Rejected Material:** All rejected material will be required to be taken back by the firm immediately and replaced with right material at their own cost.
12. **Any free items as part of the special offer are to be supplied alongwith the order as free items.**

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13. **TERMINATION FOR DEFAULT:** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part
- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser
  - b) If the Supplier fails to perform any other obligation(s) under the Contract.
  - c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- a) The Performance Security is to be forfeited;
  - b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
14. **TERMINATION FOR INSOLVENCY:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
15. **SETTLEMENT OF DISPUTES:** The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
16. **APPLICABLE LAW:** The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction. The decision of the Director, CDFD is final and binding on both the parties in connection with the Tender document and in subsequent matters.
17. **NOTICES:** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing and confirmed to the other party's address specified in the Purchase Order.

#### DECLARATION

I/We \_\_\_\_\_ have read the entire terms and conditions of this Tender document and are agreeable to the terms and conditions mentioned herein.

Sign. of Bidder:

Name:

Company Seal:

**CHAPTER –III****PRICE SCHEDULE FOR MODIFIED OLIGOS**

	Modification	Modification Price as Scale			GST
		50 nm	200nm	1000nm	
1	6-Fam (5')				
2	6-Fam (3')				
3	5' phosphorylation				
4	3' phosphorylation				
5	5' Biotin (5' end)				
6	3' Biotin (3' end)				
7	Fluorescein (3' end)				
8	Fluorescein (5' end)				
9	5' Cy3				
10	3' Cy3				
11	5' Cy5				
12	3' Cy5				
13	Cy5.5(5'end)				
14	Dioxigenin (5')				
15	Dioxigenin (3')				
16	Hex(5'end)				
17	Hex(3'end)				
18	JOE(5' end)				
19	JOE(3' end)				
20	ROX(5' end)				
21	ROX(3'end)				
22	5Methyl dC(Internal)				
23	Tet 5' end				
24	Tamara (5' end)				
25	Tamara (3'end)				
26	Yakim Yellow (5' end)				
27	Texas Red (5' end)				
28	Texas Red( 3' end)				
29	Rhodamine Green				
30	2' deoxyionosine				
31	2'deoxyuridine				
32	5' ddc				
33	DDc 3'				
34	5'VIC				
35	5'NED				
36	Wobble				
37	Oligo/base cost				
38	HPLC purification				
39	Delivery time: 4 working days				

The Bidder may use the above format or the same details may be typewritten in the letter head of the Bidder and submit it along with Tender.

Sign. of Bidder



**PRICE SCHEDULE FOR UNMODIFIED OLIGOS**

	<b>Scale</b>	<b>Minimum scale (Please specify)</b>	<b>50nm</b>	<b>100nm</b>	<b>200nm</b>	<b>1000nm</b>	<b>GST</b>
1	Price/base						
2	Maximum base restriction for a particular scale (for minimum scale)						
3	HPLC purification						
4	PAGE purification						
5	Any other purification (PLEASE SPECIFY)						
	<b>LONG OLIGOS</b>						
	<b>scale</b>	<b>Minimum scale</b>	<b>50nm</b>	<b>100nm</b>	<b>200nm</b>	<b>1000nm</b>	<b>GST</b>
6	Price/base						
7	HPLC purification						
8	PAGE purification						
9	Any other purification						
	(PLEASE SPECIFY)						
10	Delivery time: 4 working days						

The Bidder may use the above format or the same details may be typewritten in the letter head of the Bidder and submit it along with Tender.

Sign. of Bidder

## CHAPTER IV

### OTHER FORMATS

- a. Bid Form (Bid Covering Letter) - (Annexure-A)
- b. Bid Security Form / Earnest Money Deposit Form - (Annexure-C)
- c. Performance Security Form - (Annexure-D)
- d. Check List - (Annexure-E)

#### **BID FORM (BID COVERING LETTER) - Annexure-A**

*[The Bidder shall type this Form on their Letter Head and enclose this along with Technical Bid (Part-I).]*

**To:**  
**The Director,**  
**Centre for DNA Fingerprinting & Diagnostics,**  
**Inner Ring Road, Uppal, HYDERABAD – 500039.**

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda (if any)
- b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the tender Document
- c) Our bid shall be valid for from the date fixed for the bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d) If our bid is accepted, we commit to obtain a performance security for due performance of the Contract;
- e) We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of Order, shall constitute a binding contract between us.
- f) We understand that you are not bound to accept the lowest offer or any other bid that you may receive.

Signed:

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

1.

## **BID SECURITY / EARNEST MONEY DEPOSIT FORM – Annexure-C**

Whereas \_\_\_\_\_ (hereinafter called the tenderer) has submitted their offer dated \_\_\_\_\_

for the supply of \_\_\_\_\_ (hereinafter called the tender) Against the purchaser's tender enquiry No. \_\_\_\_\_

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the "Purchaser") In the sum of \_\_\_\_\_

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

## PERFORMANCE SECURITY FORM – Annexure-D

(TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER RECEIPT OF THE PURCHASE ORDER)

To

(Name of Purchaser)

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 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 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.

**CHECK LIST - Annexure-E**

<b>S. No.</b>	<b>Particulars</b>	<b>Indicate Yes/No</b>	<b>Enclosure No.</b>
1	Tender Document Fee		
2	Earnest Money Deposit/BG attached		
3	Detailed RC Proposal along with Terms & Conditions		
4	CDFD Tender Document duly signed and stamped attached		
5	Bid Form ( Bid Covering Letter ) attached		
6	Exemption claimed for EMD / BG and proof attached		
7	One Copy of Annual Rate Contract per eligibility Criteria attached		
8	Copy of Firm Registration attached		
9	Copy of GST attached		
10	Copy of Latest IT Returns attached		
11	All documents as per Tender Chapter 1, Clause No. 7 enclosed		
12	UAM Copy enclosed		

SIGNATURE OF BIDDER WITH SEAL:

Official Email ID:

Contact Number: