## **Quoting Document**

Name of work: Supply and Installation of Sports materials & Gym equipments under RUSA unit 2.0 at M.K. College, Subha, Chenga, Barpeta



Office of the Principal Madhya Kamrup College, Subha P.O.-Chenga, Dist. - Barpeta PIN – 781305, Assam <u>www.mkcollege.ac.in</u> <u>Email-madhyakamrupcollege@gmail.com</u> **Phone- 9435240992** 

## Office of the Principal Madhya Kamrup College, Subha P.O. – Chenga, Dist. – Barpeta PIN – 781305, Assam

#### Ref: MKC/RUSA/Q/2023/42

Date -17/01/2023

#### **NOTICE INVITING QUOTATION**

Sealed quotations is invited from the reputed authorized dealers/distributors/suppliers/firms affixing court fee stamp of Rs. 8.25/- (Rupees Eight and Twenty Five Paisa) only for supply of sports materials & Gym equipments etc. as per annexure-A & B enclosed at Madhya Kamrup College, Subha, Chenga, Barpeta, Assam to be purchased under RUSA grant (Total Approved Value Rs. 20,00000.00) within 6 days from publication of this notification. For further details contact the office of the Principal, M.K.College, Subha or visit college website <u>www.mkcollege.ac.in</u> and download the Bid documents through the same website. The PMU reserves the right to accept or to reject any or all the applications without assigning any reason thereof.

| SI.  | Reference No.                                  | Items          |            | Quantity   | EMD in   | Tender     |  |
|------|--|----------------|------------|------------|----------|------------|--|
| No.  | 이 중심 한 것이 같다. 것이 가지                            |                |            |            | the form | Documents  |  |
|      |  | *0<br>** 1 - * |            |            | of       | Fees (Rs.) |  |
|      |  |                |            |            | FD/TD    | By online  |  |
| 2-13 | 그 친천형물, 그는 흉이가 드 것                             | а<br>•         |            |            |          | payment    |  |
| -    |  |                |            | т.<br>     | 1.1.1    | mode       |  |
| 1    | MKC/RUSA/Q/2023/42                             | 1.             | Sports     | As per     | @ 2%     | 1000/-     |  |
|      | Dated-17-01-2023                               |                | materials  | Annexure-A |          |            |  |
|      |  | 2.             | Gym        | As per     |          |            |  |
|      |  |                | equipments | Annexure-B |          |            |  |
|      | (As per requirement) BID value : Rs. 264810.00 |                |            |            |          |            |  |

#### **IMPORTANT DATES:**

| BID REFERENCE  | DATE AND TIME  |
|--|--|
| Date of issue & sale/download of quotation documents                   | 18-01-2023 to 23-01-2023   |
| Date of manual submission of hard copy of quotation                    | By 2 PM of 25-01-23  |
| Date & Time of opening the quotation documents                         | By 2:15 PM of 25-01-23   |
| Quotation submission and opening of Technical and financial quotations | Manual submission at Office of the<br>Principal M.K. College, Subha,<br>Chenga, Barpeta.PIN-781305 |

12/123

Principal M.K.College,Subha P.O.-Chenga, Barpeta, PIN-781305

Memo No.MKC/RUSA/Q/2023/42 Copy to :

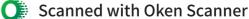
1. The Mission Director, RUSA, Kahilipara, Guwahati- 19 for favour of kind information.

2. College Notice Board for circulation

3. Office file for record

Date: 17-01-23

Principal """ M.K.College,Subha P.O.-Chenga, Barpeta, PIN-781305



### A. ELIGIBILITY CRITERIA

1. The bidder should be either original Equipment manufacturer (O.E.M) or Authorized Dealer (Please submit manufacturer authorization letter on the O.E.M's letter head duly signed by authorized signatory.)

2. The quotationer/firm must be incorporated and registered in India under the Indian Companies Act/Societies Registration Act/Trust Act/ any other Act, or any Govt. Firm doing similar work and should be in operations in India for minimum 3 years (Please enclose certificate).

3. The quotationer should have average annual financial Turnover during the last three years of Rs. 1000000/- (Rupees Ten Lakh). (Please submit income Tax return certificate for the last three years)

4. The quotationer should have experience of having successfully completed supply sports materials and Gym equipments in State/Central Govt./PSUs during the last year. Please submit attested copies of work Order/ Completion Certificate.

5. Self declaration that the quotationer has not been barred by any PSU/Govt.Dept.in doing business with them.

6. The quotationer must submit copies of their GST Registration & GST Clearance Certificate from the competent authority.

7. The quotationer must submit PAN Card & Income Tax Clearance Certificate.

8. Quotation should be accompanied by a Quotation Fee (non-refundable) of Rs. 1,000.00 (Rupees One Thousand) only through online payment mode and EMD (Earnest Money) of 2% of the total supply value in the form of FDR/TDR/ banker's cheque in favour of Principal, Madhya Kamrup College, Subha, Chenga, Barpeta, Assam.

9. The quotationer shall furnish one undertaking that the quotation shall remain valid for a period not less than 90 days after the deadline date for quotation submission.

10. Bidder should have at least an experience of executing a single order valued not les then 10, 00,000(Ten lacs) of similar item.

11. Bidder has to submit the rate of post warranty AMC for 2 years.

#### **B. INSTRUCTION TO QUOTATIONER**

#### 1. QUOTATIONER HAS TO BEAR COST OF PURCHASE OF TENDER DOCUMENT

The quotationer shall bear all the costs associated with the preparation and submission of the bid. The purchaser in any case will not be responsible or liable for these costs regardless or conduct of the quoting process.

#### 2. AMMENDMENT OF QUOTING DOCUMENTS

- i. At any time, prior to the date of submission of bids, the purchaser may for any reason modify the quoting documents.
- ii. The amendment, if any will be notified on the College Website for updates on this tender.

#### 3. EXTENSION OF TIME

In order to give required time to the prospective quotationer in which to take the amendments into action in preparing their quotation, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

#### 4. QUOTATION PRICE

Prices should be inclusive of all taxes, and other levies payable by the quotationer under the supply. No claim whatsoever on the bid price will be entertained subsequently due to wrong quoting of tax or rate of any tax. However, rate of taxes and duties included in the price offered should also be given separately from the basic price. The prices quoted by the quotationer shall remain firm during the entire period of the contract and shall not be subject to variation on any account.

Principal M.K. College, Subha

#### 5. VALIDITY PERIOD OF QUOTATION

Quotation shall remain valid for 90 days after the date of technical and financial Quotation submission. The bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

#### 6. SIGNING OF THE BID

The purchaser notifies the successful bidder that its bid has been accepted. The successful bidder shall sign and date the Contract Form provided in the document. A registered Power of Attorney is to be supported with the bid in favour of the person(s) who will sign the bid as well as contract form if contract is awarded. (Annexure-V)

#### 7. DEADLINE FOR SUBMISSION OF BID

Quotation must be received by the purchaser at the address specified and not later than the date and time specified in the NIT. Any Bid received late by the purchaser shall be rejected automatically.

#### 8. MODIFICATION AND WITHDRAWAL OF QUOTATION

No modification of Quotation shall be allowed unless there is any amendment made by the purchaser.

The Quotationer may withdraw Quotation with an application addressed to the Principal, Madhya Kamrup College, Subha, Chenga, Barpeta, Asam. Once Bid withdrawn, the same Bidder must not bid for the second time. Such Bids, if received, will be rejected.

#### 9. SUBMISSION OF QUOTATION

Quotation is to be submitted in two Bid system comprising of

A) Technical Quotation (all documents including earnest money, as indicated against clause A Eligibility Criteria)

B) Financial Quotation (only financial quotation in Book-let form)

N. B. : Each of the Quotation documents is to be sealed and to be sent to the following address-

Principal, Madhya Kamrup College, Subha, Chenga, Barpeta (Assam)

Pin - 781305

10. PAYMENT AUTHORITY: Principal, Madhya Kamrup College, Subha, Chenga, Barpeta (Assam)

11. Technical quotation shall comprise the following documents-

i) Documents as indicated in clause A) Eligibility criteria.

ii) Experience certificate and annual financial turn over, profit & loss statement (duly audited) for the last 3 (three) years.

12. Financial quotation shall comprise the following:

i) Book-let for price quotation to be filled up by the quotationer.

13. The quotationer shall seal the Technical & Price quotation in separate envelopes duly marking as Technical & Price Quotation. These two envelopes shall then be put inside one outer envelope duly superscibed.

14. If quotation opening falls on any Bandh/Hartal, the next working day will be the opening date.

Principal M.K. College, Subha

## **FINANCIAL QUOTATION**

## Annexure-A

Financial Bid should contain the Price Bid Schedule (Please submit as per the following format)-

| SI.<br>No. | Description of items          | Quantity | Units | Rate per<br>unit (Rs.) | Total<br>without<br>GST<br>(Rs.) | GST<br>(Rs.) | Total<br>with<br>GST<br>(Rs.) |
|------------|-------------------------------|----------|-------|------------------------|----------------------------------|--------------|-------------------------------|
| 1          | 2                             | 3        | 4     | 5                      | 6                                | 7            | 8                             |
| 1          | Cricket Bat SG                | 4        | No    |                        |                                  |              |                               |
| 2          | Cricket Stump KSM             | 9        | No    |                        |                                  |              |                               |
| 3          | Tennis Ball Stumper           | 10       | No    |                        |                                  |              |                               |
| 4          | Badminton Racquet Yonex GR303 | 8        | No    |                        |                                  |              |                               |
| 5          | Sheltie cock Yonex Mavis 350  | 2        | No    |                        |                                  |              |                               |
| 6          | Badminton Net                 | 1        | No    |                        |                                  |              |                               |
| 7          | TT Board Stag                 | 1        | No    |                        |                                  |              |                               |
| 8          | Football Nivia                | 4        | No    |                        |                                  |              |                               |
| 9          | Goalkeeper Gloves             | 4        | No    |                        |                                  |              |                               |
| 10         | Carom Board Precise           | 4        | No    |                        |                                  |              |                               |
| 11         | Volley Ball Nivia             | 4        | No    |                        |                                  |              |                               |
| 12         | Volley Ball Net               | 1        | No    |                        |                                  |              |                               |
|            |                               |          |       |                        |                                  |              |                               |

## Supply of Sports materials.

Principal/Chairman RUSA-2.0 M.K.College, Subha Chenga, Barpeta

## Annexure-B

Financial Bid should contain the Price Bid Schedule (Please submit as per the following format)-

## Supply of Gym equipments.

| SI.<br>No. | Description of items | Quantity | Units | Rate per<br>unit (Rs.) | Total<br>without<br>GST<br>(Rs.) | GST<br>(Rs.) | Total<br>with<br>GST<br>(Rs.) |
|------------|----------------------|----------|-------|------------------------|----------------------------------|--------------|-------------------------------|
| 1          | 2                    | 3        | 4     | 5                      | 6                                | 7            | 8                             |
| 1          | Multi Gym            | 1        | No    |                        |                                  |              |                               |
| 2          | Motorised Treadmill  | 5        | No    |                        |                                  |              |                               |
| 3          | Spin Bike            | 2        | No    |                        |                                  |              |                               |
| 4          | Cross Trainer        | 1        | No    |                        |                                  |              |                               |
| 5          | Preacher curt        | 1        | No    |                        |                                  |              |                               |
| 6          | Multi Bench          | 2        | No    |                        |                                  |              |                               |
| 7          | Flat Bench           | 3        | No    |                        |                                  |              |                               |
| 8          | Sit Up Bench         | 1        | No    |                        |                                  |              |                               |
| 9          | Smith Machine        | 1        | No    |                        |                                  |              |                               |
| 10         | Cable Cross over     | 1        | No    |                        |                                  |              |                               |
| 11         | Leg Press            | 1        | No    |                        |                                  |              |                               |
| 12         | Dumbbell Reek        | 3        | No    |                        |                                  |              |                               |
| 13         | Back Extension       | 1        | No    |                        |                                  |              |                               |
| 14         | Dumbbell             | 650      | Kg    |                        |                                  |              |                               |
| 15         | Plate                | 600      | Kg    |                        |                                  |              |                               |
| 17         | Bar                  | Each     | Sizes |                        |                                  |              |                               |
| 18         | Boxing Bag           | 1        | No    |                        |                                  |              |                               |
| 19         | Yoga Mat             | 10       | No    |                        |                                  |              |                               |
| 20         | Push up Bar          | 5        | No    |                        |                                  |              |                               |
| 21         | Kettle bell          | 65       | Kg    |                        |                                  |              |                               |
| 22         | Leg Extention L-curt | 1        | No    |                        |                                  |              |                               |

- 1. **Rate :** Rates quoted in the Price Bid should be on DOOR DELIVERY at Madhya Kamrup College, Subha, P.O. Chenga, Dist. Barpeta (Assam), PIN -781305.
- 2. **Purchaser's right to accept any bid and to reject any or all bids** : The purchaser reserves the right to accept or reject any bid and to annual the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligators to inform the affected bidder or bidders of the purchaser's action.
- 3. Notification of award : Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing , by registered letter or by email, cable or telex or fax ( to be confirmed in writing by registered letter), that its bid has been accepted . the notification of award will constitute the formation of the contract.
- 4. **Signing of contract** : The purchaser notifies the successful bidder that its bid has been accepted. The successful bidder shall sign and date the contract form provided in the documents. A registered power of Attorney is to be supported with the bid in favour of the person(s) who will sign the bid as well as contract form if contract is awarded.(Annexure –V).
- 5. **Performance Security** : Immediately after the receipt of notification of award from the purchaser , the successful bidder shall furnish the Performance security. The supplier shall furnish Performance Security to the purchaser for an amount of 3% (three percent) of the order value, valid for a period of 6 month from the date of completion of order.

The performance security shall be returned on completion of one month after the expiry of warranty period. However, if the supplier fails to execute the order or fails to perform the services as per contract, the performance security shall be encashed& the amount forfeited and then purchaser shall be at liberty to take necessary action for unreasonable /indefinite/inordinate delay of the said supply.

- 6. The proceeds of the security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 7. The performance security shall be denominated in the Indian Rupees and shall be in one PBG (performance Bank Guarantee).
- 8. Unsuccessful bidder's EMD (bid security) will be discharged/return as promptly a possible.
- 9. **Saving Clauser :** No suit, prosecution or any legal proceeding shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

## 10. Reasonability of rates/firm price:

- a. During the period of the contract, if the price of any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduces rates immediately to the purchaser and shall charge the reduces rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.
- b. Subject to the condition stipulated above, the prices shall remain firm for the validity period of tender and on no account any increase in price shall be entertained till completion of the tender period.
- c. No bidder will be allowed at any time on any ground whatsoever, to claim revision of or modification in the rates quoted by him. The representation of the bidder that computation/typographical or clerical error etc. has been committed in the bid and request for reversion on such plea shall not be entertained after submission of the bid.
- 11. The undersigned is not bound to accept the lowest rate and reserve the right to reject or cancel the tender without assigning the reason whatsoever.
- 12. Validity of Quotation : Quoted rates must be valid 90 days from the date of quotation.

- 13. Warranty : The quoted items must have warranty for a minimum of 1(one) years from the date of supply. The supplier warrants that the goods supplied under the contract are new, unused, or the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design , materials or workmanship (except insofar as the design or materials is required by the purchaser's specifications) or from any act or omission of the supplier , that any develop under normal use of the supplied goods in India, i.e. the country of final destination.
- 14. After Sales Service : Vendors should clearly State the available nearest after sales service facilities in the region, without which their offers will be rejected .
- 15. **Tender Fees and Earnest Money** : Tender fee of Rs. 1,000.00 (Rupees One Thousand) only and Earnest money of 2% of total bid value in favour of 'PRINCIPALMADHYA KAMRUP COLLEGE, SUBHA ' payable at PUNJAB NATIONAL BANK, BAHARIHAT' only shall be submitted manually in sealed envelope super scribed with tender No. and Bid Closing date and time mentioned in the Tender. If the tender fee and Earnest Money in ORIGINAL of above mentioned amount is not received within bid closing date, the bid submitted through electronic from will be rejected without any further consideration.

## 16. Delivery :

- a. Time Limit : Maximum within 10 days from the date of issue of this purchase order.
- b. Safe Delivery : All aspects of safe delivery shall be the exclusive responsibility of the vendor.
- c. Part Delivery : Acceptance of part delivery shall be a prerogative of the institute .
- d. Place of delivery : Madhya Kamrup College, Subha, P.O. Chenga, dist Barpeta (Assam), PIN 781305
- 17. Contacting the Purchaser : Subject to clause 20(a), no bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded . Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation , bid comparison or contract award decision shall result in the rejection of the bidder's bid and also banning of business dealings with the bidder for a period of three years from the date of such ban.
- 18. Conditional quotation not acceptable : All the terms and condition mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not accepted on any ground and shall be rejected straightway. Conditions mentioned in the tender bids submitted by vendors will not be binding on RUSA, Assam
- 19. Road Permit : The college will not issue any Road Permit.
- 20. GST deduction at source :In case of supply within Assam, GST deduction at source, as, per Order/notification of the Govt. of Assam will be applicable .
- 21. Late and delayed tender : Late and delayed quotation will not be considered . in case any unscheduled holiday occurs on the prescribed closing / opening date the next working day shall be the prescribed date of closing / opening .
- 22. Payment : Payment will be made subject to availability of fund; however the Standard Payment Terms and Conditions are as follows :
  - a. 100% payment on supply and delivery of equipments as per specification and satisfactory to the indenting authority.
- 23. Enquiry during the course of evaluation not allowed : No enquiry from the quotationers shall be entertained during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representation may make enquiry / seek clarification from the bidders. In such a case, the bidder must extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period of notice.

## Page9

## Annexure – I

# COMPLIANCE CERTIFICATE FOR NIQ TERMS (To be enclosed in the Technical Bid)

| Sl. No. | NIT Terms and Conditions                              | Yes / No |
|---------|---|----------|
| 1       | Rate quoted as per instruction                        |          |
| 2       | Validity of quoted rate for 90 days agreed            |          |
| 3       | EMD Submitted   |          |
| 4       | PBG term agreed                                       |          |
| 5       | Payment term agreed                                   |          |
| 6       | Delivery terms agreed                                 |          |
| 7       | Warranty period agreed                                |          |
| 8       | Technical Compliance Statement form for               |          |
|         | individual items                                      |          |
| 9       | Industry Registration Certificate/ Dealership/        |          |
|         | Distributorship Certificate/Manufacturer              |          |
|         | Authorization form                                    |          |
| 10      | All the Items Quoted as per Instruction               |          |
| 11      | 1(One) Single Supply Order of similar items<br>within |          |
|         | last 3(Three) Financial Years from any IITs/          |          |
|         | NITs/ Central/State Govt/Semi Govt. of North          |          |
|         | East Region of India                                  |          |
| 12      | Experience certificate along with their annual        |          |
|         | turnover for the last three years.                    |          |
| 13      | After Sales Service                                   |          |
| 14      | Non Blacklisting certificate and tender               |          |
|         | acceptance  |          |

#### Annexure – II TECHNICAL COMPLIANCE STATEMENT FORM

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement

of deviations and exceptions to the provisions of the Technical Specifications. *(For each item to be enclosed in the Technical bid)* 

| Sl. No. | Specification as per Technical Bid | Quoted item specification | Complied  |
|---------|------------------------------------|---------------------------|-----------|
|         |                                    |                           | (Yes/ No) |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |
|         |                                    |                           |           |

(Technical literature/brochure should be attached along with this format.) **Please note:** 

1. Compliance/Deviation statement comparing the specifications of the quoted item to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.

2. Bids must have supporting documents(technical literature) for all the points note dabove, failure regarding which may result in rejection of bid.

Signature with seal

Vendor : M/s.

#### Annexure – III

## **MANUFACTURERS' AUTHORIZATION FORM**

(to be enclosed in the Technical Bid)

Ref. No.

Date -

To, The Principal M.K. College, Subha P.O. Chenga Dist. Barpeta (Assam) Pin - 781305

Dear Sir:

| I/ V      | Ve   |        |      | ••••• | ••••• |        |          |       | •••••   |           |         | who      |      | are   |
|-----------|------|--------|------|-------|-------|--------|----------|-------|---------|-----------|---------|----------|------|-------|
| establish | ned  |        | a    | nd    |       | re     | eputable |       |         | manufa    | cturer( | s)       |      | of    |
|           | •••• |        | •••• |       |       | •••••  |          | ••••• | hav     | ving fact | ories a | t(addres | s of | f the |
| factory)  | do   | hereby | cei  | rtify | that  | M/s    |          |       |         | •••••     |         | (Na      | me   | and   |
| address   | of   | Agent) | is   | our   | autho | orized | dealer   | to    | quote   | against   | your    | tender   | enq  | luiry |
| No        | •••• |        |      | ••••• |       |        |          | ····, | Last Da | te of Sub | omissic | on:      |      |       |

We hereby extend our full guarantee and warranty as per General Conditions of Contract and for the goods and services offered by the above firm.

Yours faithfully

(Name): (Name of the manufacturers):

## Annexure – IV Performa for Performance Statement (for a period of last three Years)

Bid No: .....

Date of Opening: ..... Time: .....

Name Of The Firm:

|            |           |             |          | Target date | & Date of   |             |
|------------|-----------|-------------|----------|-------------|-------------|-------------|
|            |           |             |          | completion  | of delivery |             |
| Order      | Order No. | Description | Value of | Target      | Completion  | Remark      |
| placed by  | and Date  | and         | order    | Date        | Date        | indicating  |
| (full      |           | quantity of |          |             |             | reason for  |
| address of |           | ordered     |          |             |             | late        |
| purchaser) |           | Goods       |          |             |             | delivery if |
| 1          | 2         | 3           | 4        | 5           | 6           | 7           |
|            |           |             |          |             |             |             |
|            |           |             |          |             |             |             |
|            |           |             |          |             |             |             |
|            |           |             |          |             |             |             |
|            |           |             |          |             |             |             |
|            |           |             |          |             |             |             |

## Signature and Seal of the Bidder

The above statement must be supported by order copy/ payments bills/ receipt vouchers. (self attested photocopy) of earlier supplies to purchase of repute Govt. Departments support of the earlier performance.

N.B.: The filled- up form must be furnished in manufacturer/ authorize dealer letter head

#### Annexure – V

## **CONTRACT FORM**

## (To be stamped as an agreement in the court stamp paper valued Rs. 100/-)

Whereas the purchaser is desirous that certain goods and ancillary services, viz.(brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of (contract price in words and figures) (hereinafter "the contract price").

Now this Agreement witnesses as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:

(a) the Technical Specifications,

(b) the Terms and Conditions of the Tender Document

(c) the Supplier's bid and original Price Schedules and

(d) the Purchaser's Notification of Award

2. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

3. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under:

| Sl. No. | Brief description<br>of goods/<br>services | Quantity to be supplied | Unit Price | Delivery terms |
|---------|--|-------------------------|------------|----------------|
|         |  |                         |            |                |
|         |  |                         |            |                |

#### Total value: Delivery schedule:

In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered by the said.....(for the purchaser)

in the presence of .....

Signed, sealed and delivered by the said ......(for the supplier)

in the presence of.....

## Annexure – VI

## PERFORMANCE SECURITY FORM (BANK GUARANTEE)

| To,       |  |
|-----------|--|
| Principal |  |
|           |  |

| Whereas                          |                          | (name and                            |
|----------------------------------|--------------------------|--------------------------------------|
| address of the supplier) (herein | after called "the suppli | er") has undertaken, in pursuance of |
| contractNo                       | dated                    | 20 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 recognized bank 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), such sum being payable in the types and proportions of currencies in which the contract price is payable, 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 for a period of 2 (Two) years from the date of completion of order.

Place and Date

Signature and seal of the guarantor