

**INDIAN INSTITUTE OF SCIENCE  
BANGALORE-560012**

**TENDER NOTICE**

**Tender No.R (CVH)\Equipments\2015**

**Dated: July 09,2015**

The Indian Institute of Science, Bangalore, invites sealed competitive tenders from the reputed & bonafide manufacturers/authorized dealers for bulk supply of kitchen equipment's and allied components for Centenary Visitors House (CVH). The tenders shall consist of two parts (i) Technical bid with technical specifications, designs/catalogues etc., together with an EMD in a/c payee demand draft of Rs.1,00,000 (Rupees One lakh) only drawn in favour of Registrar, Indian Institute of Science, Bangalore from any Nationalized Bank, payable in Bangalore and (ii) Commercial bid, include item wise rate, discount, commercial terms and conditions etc.

Interested bidders are requested to collect detailed tender document from the Assistant Registrar, Main Guest House, Indian Institute of Science, Bangalore-560012 on payment of `500/- (Rupees Five Hundred only) in the form of A/c payee DD in favour of the Registrar, Indian Institute of Science, Bangalore, towards tender document fee.

The detailed tender documents could also be downloaded from the Institute's website:<http://www.iisc.ernet.in/tender/kitchenequipment.htm> and in that case, Tender Document Fee of Rs.500/- (Rupees Five Hundred only) as above should be submitted along with the Technical Bid. Bids not accompanied with the tender document fee are liable to be rejected.

Tender documents will be issued from 13.07.2015 to 30.07.2015 on all working days between 9.30 A.M. – 5.00 P.M. at the Main Guest House, Indian Institute of Science, Bangalore-560012. The same can also be downloaded during the above period.

The Tender documents have to be submitted between 20.07.2015 to 30.07.2015 before 5.00 P.M. The sealed tenders should be dropped in box kept for the purpose in the Main Guest House, Indian Institute of Science, Bangalore-560012.

The Technical Bids of the bidders will be opened on 31.07.2015 at 11.30 A.M at the Main Guest House. The commercial bids of those who qualify in the technical bids will be opened later. Contact Telephone Nos. 22932311, 22932289.

- Registrar

## SCHEDULE OF EVENTS

### Schedule A

<b>Tender No.</b>	R (CVH)\Equipments\2015, 09/07/2015
<b>Download the tender Document from</b>	<a href="http://www.iisc.ernet.in/tender/kitchenequipment.htm">http://www.iisc.ernet.in/tender/kitchenequipment.htm</a>
<b>Tender Release Date</b>	July 13, 2015
<b>Site Visit</b>	July 15 & 16, 2015
<b>Pre bid Clarification</b>	July 17, 2015, 11.00 a.m.
<b>Last date for receipt of bids</b>	July 30, 2015, 5.00 p.m.
<b>Validity of bid:</b>	6 months
<b>Tender Fee (non-refundable)</b>	Rs.500/-
<b>Earnest Money Deposit</b>	Rs.1,00,000/-
<b>Date &amp; Time for opening of Technical Bid:</b>	July 31, 11.30 a.m.
<b>Place of opening the bids:</b>	Office of the Main Guest House, Indian Institute of Science, Bangalore-560 012
<b>Date &amp; Time for opening of Commercial Bids</b>	To be announced
<b>Performance Security Deposit</b>	10% of the annual contract value
<b>Financial Turn-over of Bidders</b>	Rs.3 crore per annum for the last 3 financial years out of 5 years exclusively from sale/distribution of kitchen equipments only.

### **1. Eligibility Criteria (to be supported with documentary proof)**

- a) Bidders should be regular manufacturers or authorized dealers for all type of kitchen equipment's.
- b) The Bidder should have executed at least one order for supply of kitchen equipment's worth at least Rupees Fifty lakhs in the last two financial years (13-14 and 14-15) from reputed Institutions, organisations, large industrial establishments. Preference will be given to those who have supplied to Government Organization/large Establishment/Reputed Private Sectors, etc. Supporting documents/certificates in this regard should be produced with the tender documents.
- c) The bidders should submit a list of their clients with full address, telephone number & FAX No., giving full details.
- d) The participating bidder, if he is a manufacturer should furnish details of manufacturing facilities of kitchen equipment's in the factory. It is mandatory to enclose the copy of the ISO Certification.
- e) The annual turnover of the bidder should be at least Rupees 3 crore in the last three financial years out of 5 years. The turnover means the turnover of the bidding company and not the turnover of Group of Companies. Supportive documents should be enclosed. (Turn over should be only in the sale, manufacturing and maintenance of kitchen equipments)

### **2. Details of kitchen equipmentsitems**

The Technical Specifications of the kitchen equipment's to be procured under this tender are given separately in Price Bid (Annexure-II).

### **3. Instruction to bidders**

- a) Please go through the tender document completely and thoroughly.
- b) Tender document is non-transferable.
- c) DD towards the EMD should be enclosed along with Technical Bid. The DD towards Tender Document Fee also has to be enclosed along with the technical bid, if the tender document is downloaded from website. If the DD/s is/are not enclosed with technical bid, the bid will be summarily rejected.
- d) Pre bid meeting will be held on 17.07.2015 at 11.00 A.M. in Main Guest House, Indian Institute of Science, Bangalore 560 012.
- e) Interested bidders may submit their offers before 30.07.2015, 5.00 P.M. Technical Bids will be opened on 31.07.2015 at 11.30 A.M. in presence of the bidders or their authorized representatives who choose to attend on the specified date and time at the Main Guest House of the Indian Institute of Science, Bangalore- 560012.
- f) In the event of the date being declared as closed holiday for purchaser's office, the due date for submission of bids or opening of bids will be the following working day at the appointed time.
- g) In case the offer deviates from our requirement and terms & conditions in any manner, these deviations must be clearly indicated in the bid failing which IISc. Terms & conditions will be binding on the bidder. The IISc. Reserves the right to accept or reject any of the deviations or completely.
- h) The bidder shall clearly mention the period of warranty. The minimum period of warranty required two years. The bidders shall also submit list of their clients in India with copies of orders supplied to them.
- i) The responsibility of the bidder is not only to ensure supply in full ordered quantity within the stipulated time in the purchase order but also proper installation/placement within specified period after delivery of the items to the Institute and also to ensure that no damage or defective supply of kitchen equipment's are made.
- j) The items indicated in the purchase order have to be delivered within 6-8weeks from the date of issue of the Purchase Order.

#### **4. Documents comprising the Bid**

All pages of the tender document shall be invariably signed by the authorized Personnel and Company's rubber stamp affixed. Photocopies of all certificates shall be self-attested by the authorized personnel. There shall be no corrections or overwriting in the tender document. Corrections, if any, should be made clearly and countersigned.

The formats, [Annexure-I](#) & [Annexure-II](#) supplied with this document could be used and the required information filled OR the contents could be retyped

#### **Technical Bid**

- a) Provide complete information to all items in [Annexure-I](#), Technical Bid. Importantly, provide documentary proof wherever indicated. If there is any deviation in specifications of kitchen equipment's, record with complete details. Attach separate sheets wherever required. The Institute reserves the right to decide on such deviation/s.
- b) Provide catalogue / technical information / drawings and the same should match with the specifications given in [Annexure-I](#) or the specifications with deviation proposed by the bidder. Provide technical information bringing out the salient features of each type of kitchen equipment's.
- c) The quote shall be valid at least for 6 months from the date of opening of the technical bid.
- d) Enclose A/c payee DD for Rs.1,00,000/- towards EMD, drawn on any Nationalized bank and payable at Bangalore and in favour of Registrar, Indian Institute of Science
- e) Enclose A/c payee DD for Rs.500/- towards Tender Document Fee (if application is downloaded from web) drawn on any Nationalized bank and payable at Bangalore and in favour of Registrar, Indian Institute of Science.

#### **Commercial Bid**

The Commercial Bid shall contain rates of the items and commercial terms & conditions. The price should be FOR Destination. The price should be quoted in Rupees separately for each item of kitchen equipment's indicating the basic price, discount on basic price, taxes and duties as applicable.

#### **5. Submission of Bids**

The Technical Bid complete in all respects should be sealed in one cover and super-scribed as Technical Bid. Similarly, Commercial Bid complete in all respects should be sealed in one cover and super-scribed as Commercial Bid. Both the covers should be put into another big cover and sealed. This cover should be super-scribed as Tender for kitchen equipment's and Tender No.R(CVH)/Equipments/2015 Dated: July 09, 2015 indicated. The cover shall be addressed to the Assistant Registrar, Main Guest House, Indian Institute of Science, Bangalore-560012.

The bidder is expected to ensure compliance of all instructions, specifications, signing of the documents, fixing official rubber stamp, enclosing DD/s, etc. Failure to submit all information required by the bidding documents will make the bid liable for rejection.

In case of any discrepancy in the rates indicated in the Commercial bid either in figures or words, the rates in words will be considered for evaluation.

#### **6. Opening of Bids**

Technical Bids will be opened on the date, time and at the venue already indicated. On finalization of the Technical Bids, commercial bids of only those tenderers whose technical bid is found suitable for any of the items will be opened. The date, time and venue of opening commercial bids will be

intimated to all qualified tenderers. The Commercial bid of those items which were found suitable in the Technical bid, will only be considered.

The Institute reserves the right to accept or reject any bid in part or full without assigning any reason whatsoever. The Institute also reserves the right not to accept the lowest rates quoted by the bidder and also will not hold any responsibility for postal loss or delay of any bid. The bids will be evaluated on the basis of the prices quoted for each item of supply. The bidders should be capable of supplying the FULL quantity requirement of each of the items within the stipulated period of supply.

#### **7. Earnest Money Deposit (EMD)**

- a) EMD is refundable but without interest.
- b) EMD shall be liable to be forfeited, if any bidder withdraws his bid offer after opening and within the validity period of six months from the opening of the technical bid or any extended period of validity. Also, if the successful bidder fails to accept the Order / remit security deposit / supply the kitchen equipment's after issue of Purchase Order, the amount of EMD will also be forfeited.
- c) Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible after proper identification/verification on receipt of application.

#### **8. Security Deposit**

The successful bidder will have to deposit an amount equivalent to 10% of order value as Security deposit in the form of A/c payee Demand Draft / Bank Guarantee from the Nationalised Bank as per the format enclosed at [Annexure-III](#). Security Deposit will be returned to the bidder after successful execution of the contract. Like EMD, Security Deposit would also be non-interest bearing. EMD of the successful bidder will be adjusted against the Security Deposit payable. Non-performance of the contract will result in forfeiture of security deposit with application of risk purchase clauses as appropriate.

#### **9. Warranty**

- a) The bidder shall provide warranty at least for two years.
- b) The supplier shall confirm that the goods supplied under this contract are new, unused and of the most recent current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier shall further warrant that all goods supplied under this contract shall have no defect arising from design materials or workmanship or from any act or omissions of the supplier, that may arise under normal use of the supplied goods in the conditions prevailing in the Institute
- c) In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended for further period of two years.
- d) All charges with regard to supply of spare parts, labour, travel, per diem, transport and installation shall be borne by the supplier during the period of warranty. The Institute shall not pay any additional expenditure for services rendered during the warranty period.
- e) All electrical Wirings, switches and other electrical components appropriately required for installing the equipment's other than already available, should be provided by the successful bidder.

#### **10. Performance Guarantee on-site Warranty**

The warranty period shall be two years from the date of satisfactory installation of the kitchen equipment's, for which a performance guarantee of an amount equivalent to 10% of the Purchase Order value in a prescribed format enclosed at [Annexure-IV](#) has to be submitted.

**11. Defect Liability clause**

- a) In case of any loss, breakage / damage and manufacturing defects are detected in the supply; it should be replaced / compensated by the manufacturer/supplier free of cost and without any charges whatsoever.
- b) The supplier will remain responsible for any defect arising out of defective or improper materials or workmanship in the work for a period of three years from the date of installation and they shall be bound to make good the same at their own cost or in default, the Institute may cause the same to be made good by other alternative agency and deduct the expense from any sum that may be due and any time thereafter may become due to the supplier or from security deposit.

**12 Enhancement in Rates**

The tender rates shall be taken to be firm and the supplier shall not be entitled to any price variation or escalation.

**13. Payment Terms**

Payment will be after satisfactory supply and installation.

**14. Liquidated Damages for delayed supply and installation**

Time is the essence of the contract and the supplier shall pay or allow the Institute to realize the sum equivalent to two per cent of the total order value per week, subject to a maximum limit of 10% of the order value or the final bill amount whichever is greater, as agreed compensation for delay for the period during which the supply and installation shall remain incomplete beyond the time of completion or beyond the time duly extended in writing by the Institute. The Institute may deduct such damages from any money due to the supplier.

**15.** The supplier will have to conform to the provisions of all local laws/acts relating to work/labour and to the regulations and bye laws etc. of the Govt. and local authorities and of any company with whose system the installations are proposed to be connected.

**16.** The supplier will remain bound to strictly follow the Institute's security norms. Materials movement in and out should positively be recorded in our security check post.

**17.** All legal disputes shall be subjected to Bangalore jurisdiction only.

**TECHNICAL BID**

(To be submitted in a separate sealed envelope)

**For supplying kitchen equipment's to Centenary Visitors House, Indian Institute of Science**

1.	Name of Tendering Company/Dealer with Registration No. & Date issued by appropriate authorities (Please enclose copy of certificate of registration)													
2.	Name of Proprietor / Director													
3.	Furnish following particulars of the Registered Office													
	a. Complete Postal Address													
	b. Telephone No.													
	c. Fax. No.													
	d. E-Mail Address													
4.	Furnish following particulars of the Bangalore Office, if the registered office is different													
	a. Complete Postal Address													
	b. Telephone No.													
	c. Fax. No.													
	d. E-Mail Address													
5.	Do you possess trade license issued by Competent authorities? If so, please enclose a copy.													
6.	PAN No. (Attach Attested Copy)													
7.	TIN No. (Attach Attested Copy)													
8.	Service Tax Regn. No. (Attach Attested Copy)													
9.	Financial turnover for the five financial Years.(Please attach copies of audited balance sheet and IT returns)													
	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Amount (Rs. In Lakhs)</th> <th>Remarks, if any</th> </tr> </thead> <tbody> <tr> <td>2012-13</td> <td></td> <td></td> </tr> <tr> <td>2013-14</td> <td></td> <td></td> </tr> <tr> <td>2014-15</td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year	Amount (Rs. In Lakhs)	Remarks, if any	2012-13			2013-14			2014-15			
Financial Year	Amount (Rs. In Lakhs)	Remarks, if any												
2012-13														
2013-14														
2014-15														
	(Attach separate sheet if space provided is insufficient)													

10.	Give details of the major clients – Government Departments, PSUs, Research Organisations, Multinational Companies to whom kitchen equipment's have been supplied by the bidder during the last five years in the following format. Copies of the Purchase Orders / Indents should be attached for proof			
Sl. No	Name& address of the client with details - Name of the contact person, telephone no., Fax no., e-mail id	Name & quantity of the kitchen equipment items sold	Purchase Order/Indent No. & Date	Amount
1				
2				
3				
4				
5				
(If the space provided is insufficient, a separate sheet may be attached)				
11.	Are you a regular manufacturer or authorized dealer for the type of kitchen equipment's in this tender? (Attach documentary proof)			
12.	Have you supplied and completed at least one order worth at least Rupees Fifty lakhs of kitchen equipment's in the last two financial years (2013-14 and 2014-15) in Scientific/Research Institutions or in Universities and other corporate offices/ other Sectors. Please attach copies of supporting documents.			
13.	Are you ISO certified kitchen equipment's manufacturer? If so, please attach a copy of the certificate.			
14.	Details of Earnest Money Deposit D.D. / P.O. No. & Date & Name of the Bank			
15.	Please specify the minimum time required to supply the kitchen equipment's, installation and commissioning from the date of receipt of the Purchase Order			
16.	Additional information, if any (Attach separate sheet, if required)			



**PRICE BID**  
**Kitchen Equipment requirements and specification**

SI No	Description of material	Qty	Price
	<b>All frame work made out of MS Angle/GI Stiffener</b>		
1	Rice vessel of cap.5 Kgs., single jacket 1 made out of SS, tilting type, tilting handle, mounted on SS stand.	1	
2	Dal/Sambar vessel of cap.25 Ltrs., single jacket made out of SS, tilting type, tilting handle, mounted on SS stand.	1	
3	Milk vessel of cap.25 Ltrs. double jacketed made out of SS, mounted on SS stand.	1	
4	Idli plant of cap.60 idlies made out of SS, mounted on SS stand.	1	
5	New economical gas model steam generator inner tata MS tubes, outer covering with non-magnetic SS with SS stand.	1	
6	Vegetable cutting machine of cap.40-50 Kgs/ hr. fitted with 1/3 HP single phase motor with 9 discs.	1	
7	Dough kneading machine of cap.10 Kgs. including flour, water, oil and ingredients fitted with 1/2 HP three phase motor with SS arm and SS bowl with starter.	1	
8	Coconut scraper table model fitted with 1/4 HP motor.	1	
9	Tilting wet grinder of cap.5 Ltrs. with SS chassis and SS post fitted with 1/2 HP three phase motor with starter.	1	
10	Conventional wet grinder of cap.5 Ltrs. with SS drum, SS box with coconut scraper fitted with 1/2 HP three phase motor with starter	1	
11	Salamander of cap.24 slices at a time, body made out of SS fitted with air heater.	1	
12	Dosa plate of size 4'x2'x34"ht. fitted with 3/4" thick MS plate, mounted on SS stand.(Gas operated)	1	
13	Three burner gas cooking range of size 6'x2'x 2'ht. fitted with low pressure or high pressure burner with control, mounted on SS stand.	1	
14	Two burner gas cooking range of size 4'x2'x 2'ht. fitted with low pressure or high pressure burner with control, mounted on SS stand.	1	
15	Single burner gas range of size 2'x2'x18"ht. mounted on SS stand.	1	
16	Work table of size 4'x2'x34"ht. with one under shelf made out of SS.	1	
17	Nylon Chopping board of size 12"x12"x1"thick	1	
18	Work table with sink unit of overall size 4'x2'x34"ht. sink size16"x16"x10" made out of SS, mounted on SS stand.	1	
19	Storage rack of size 45"x18"x72"ht. with 5 shelves made out of SS.	1	
20	SS Table of size 6'x3'x34"ht. made out of SS	1	
21	Exhaust hood for burners and dosa plate made out of SS (Note: Blower and ducting will be given after visiting the site)	1	
22	Three sink unit of overall size 64"x24"x34"ht, each sink size 18"x18"x12" made out of SS.	1	
23	SS Gratings of size 1200x240mm SS Gratings of size 340x240mm	6 1	
24	Bain marie of overall size 5'x26"+12"x34"ht. with 3 Nos. 1/1 and 2 Nos. 1/2 size GN pan of 150mm deep immersed in a hot water tank made out of SS fitted with heating element.	1	

25	Two container spoon sterilizer to sterilizer 100-120 spoons at a time fitted with 1/2 KW heating element.	2	
26	Salad counter of size 4'x26"x34"ht. with 4 Nos. 1/2 size GN pan of 150mm deep made out of SS (Ambient)	1	
27	Pick up table of size 4'x2'x34"ht. with two under shelves made out of SS, three sides covered with SS.	1	
28	SS Trolley of size 3'x2'x30"ht. with two tier made out of SS, mounted on wheels.	1	
29	Masala trolley of size 24"x20"x34"ht. with 9 Nos. 1/9 size GN pan of 100mm deep made out of SS.	1	
30	Work Table for Idly size SS 4'x3'x34"ht.	1	
31	Clean Dish table size 5'x3'x34"ht.	1	
32	Clean Dish rack size 36"x8"x60"ht.	1	
33	Water Cooler 50ltrs capacity 2 taps of SS	1	
34	Dishwasher capacity of washing of dinning set of items for 25 persons	1	
35	Dishwasher capacity of washing of dinning set of items for 50 persons	1	
36	Water purifiers with storage capacity of 20 litres drums	2	

**Note: Serial No. 21, Bidders can visit the site to take account of the layout and the measurements before quoting.**

**All electrical components required for installation of the machinery apart from the available electrical facility, to be provided by the successful bidder.**

**For the calculation of L1, the total cost of the items from Sl.No.1 to 36 inclusive of all taxes, installation charges, etc. will be taken to award the contract.**

## **CERTIFICATE OF ETHICAL PRACTICES**

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper / illegal during the execution in case the tender is awarded to us.

Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

I / We will have no conflict of interest in any of our works / contracts at the Institute

Date

Signature of the Tenderer

**FORMAT**  
**SECURITY DEPOSIT BANK GUARANTEE**

THIS DEED OF GUARANTEE made at Bangalore \_\_\_\_\_ day of month \_\_\_\_\_ of (the year) by the Bank of (Bank's name and address) (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Indian Institute of Science (IISc), BANGALORE – 560 012. (Hereinafter called the 'PURCHASER' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s (Firm's name) registered under \_\_\_\_\_ having its Registered Office (Firm's address) (hereinafter called the 'CONTRACTOR' / 'SUPPLIER' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said Order / Contract) with the purchaser for the supply, delivery at site, installation and commissioning of certain equipment, item, material etc. as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract. AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for (currency / amount) (In words) being ten percent of the Order / Contract price of (currency / amount) as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

NOW THIS DEED WITNESSES AS FOLLOWS:

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay to the Purchaser on demand without any demur the sum of (Rupees \_\_\_\_\_ in words) being five percent of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Purchaser will be final and binding on the Surety. The Purchaser and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Purchaser shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till

the Purchaser certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor.

We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Purchaser in writing. We, the Surety, further agree that liabilities and obligations of the Surety rising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the Purchaser to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed (currency/amount) (In words).

This guarantee shall remain in force till \_\_\_\_\_

Date:

Signature of a person duly  
Authorised to sign on behalf of  
the Bank with Seal of the Bank

· VENDORS TO SUBMIT THIS SECURITY DEPOSIT BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF  
Rs.100.00 FROM NATIONALISED / SCHEDULED BANK ONLY.

**PERFORMANCE BANK GUARANTEE**

THIS DEED OF GUARANTEE MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015 BY THE (Bank's Name & Address) hereinafter called "the Surety" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns) of the ONE part in favour of Indian Institute of Science, Bangalore 560 012, hereinafter called "THE PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors in office and assigns) of the other part.

WHEREAS, (firm's name) registered under the Indian Companies Act, having its registered office at (Firm's address) (hereinafter called "THE CONTRACTOR") which term shall include its heirs, successors, administrators and assigns) have accepted an Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said "Contractor") with the Purchaser for supply of certain goods stated in the said contract to Purchaser in good condition provided in the contract.

AND WHEREAS it is one of the terms of the said contract that Contractor shall furnish to the Purchaser a bank guarantee comprising \_\_\_\_\_ % of the value of the order amount to `\_\_\_\_\_ (Rupees \_\_\_\_\_) for the satisfactory performance of the equipment's supplied against the said contract at least for a period of \_\_\_\_\_ months from the date of supply, i.e. from \_\_\_\_\_ or for a period of \_\_\_\_\_ months from the date of commissioning of ship in which items/equipment's are fitted whichever is later and WHEREAS the purchaser has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- (1) In consideration of the above premises the Surety hereby unequivocally undertakes and agrees with the Purchaser to pay to the Purchaser upon demand in writing without any demur, protest and without referred to the Contractor, whenever required so by them so to do and within a fortnight from the date of such demand sum or sums not exceeding in the whole of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
- (2) We, the (Bank's Name) further agree that the purchaser shall be the sole judge to decide whether the Contractor has committed any breach of any of the terms or conditions of the said contract or the goods supplied by the contractor have failed in performance and that if any question arises as to whether any sum has become payable by the Contractor to the Purchaser by virtue of or arising out of the said contract and/or by such failure the decision of the Purchaser shall be final and binding on the Surety.
- (3) This guarantee shall come into force upon delivery of the equipment's/items and shall remain in

full force and effect till guarantee period of the said contract and till the terms and conditions of the said contract and any modification or variation or amendment thereof have been properly fulfilled or till the Purchaser certifies in writing that the said contract and any modifications or variation or amendment of the said contract have been truly and faithfully performed. However, in case the Bank Guarantee is provided for a limited period, the validity of the same shall be automatically extended till the guarantee period of the said contract.

- (4) We,..... (Bank's Name), undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein contained shall not be revocable by notice or by reason of the dissolution or winding up of the business of the contractor or any change in the constitution or composition of the contractor's business.
- (5) We, .....(Bank's Name), further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contract, from time to time or postpone for any time to time any of the powers exercisable by the Purchaser against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contract or of the modified or varied or amended contract and we shall not be relieved from liabilities by the reasons of any such modification or verifications or amendments or extensions being granted to the said contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said contractor or by any such matter or things whatsoever which under the law relating to securities would but for this provision have effect of so relieving us.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). This guarantee shall be valid upto date and unless a claim or demand in writing is made on a bank within 6 months from the date of expiry of the bank guarantee the bank shall be released and discharged from all liabilities there under. We, ..... (the Bank Name) agree to renew and extend the validity of this Bank Guarantee till the terms and conditions of modified or varied or amended contract have been properly fulfilled by the contractor to the satisfaction of the Purchaser.

In witness whereof the Bank Name, the surety has signed this deed on day and year first hereinabove written.

Date:

Registrar