

# Indian Institute of Technology Delhi

## Health Unit

Sub : Revised: Rate Contract for purchase of medicines.

New Tender ID: IITD(SP-83)/2024

Offline quotations are invited from the Original Medicine Manufacturers (OEMs) to supply regular medicines (through their Authorized Dealer) to IIT Delhi Hospital on long term basis against item wise discount on all their products on the MRP.

Already empaneled OEMs to supply regular medicines through existing rate contract to IIT Delhi (vide Old Tende ID : IITD/(SP-80)/2024) may not apply again unless they want to include some specific medicines as per the requirement of the institute and they need not pay the EMD again, but payment of Tender fees is compulsory.

Technical and financial bids should be kept in two separate sealed envelopes and the same be submitted in a single larger envelop. The technical bid envelop to be marked "Technical Bid" and the EMD details to be mentioned on the envelop and the Financial bid envelop to be marked "Financial Bid" and both the envelop to be put in the third envelop with "Validity of Offer" mentioned on the envelop. The A copy of the financial bid be also submitted in a PEN DRIVE (in Microsoft Excel format without any password) along with the paper copy of the financial bid.

**Process:** Bidders are requested to submit the sealed quotation comprising of the following documents:

- (a) Duly signed compliance sheet (Annexure-I).
- (b) The Audited Balance Sheet for Three Financial Years (Annexure-II).
- (c) Self-Declaration on Non-blacklisting, debarment (Annexure-III).
- (d) Item list all medicines to be supplied by the OEM indicating individual discount rate on the MRP for each item (Annexure—IV).
- (e) Tender fees of Rs. 5,900/- (including 18% GST). Any bid without Tender Fees will not be considered for empanelment under the Rate Contract.

**Bid Submission :** Each page of the quote should be duly signed by the authorized person. Bids should be submitted in the Tender Box kept in the Health Unit of IIT Delhi. Last date of submission is 21<sup>th</sup> May 2024 (at 2:30pm). Bids will be opened on 21<sup>th</sup> May 2024 at 3:00pm.

**Opening of the tender:** The off-line bid will be opened by a committee duly constituted for this purpose. Bids (complete in all respect) received along with EMD will be opened in presence of bidder's representative (if present). Only one representative will be allowed to participate in the tender opening. Bid received without EMD will be rejected straight way. The technical bid will be opened first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which meets all technical requirements as per the specifications list in NIQ, and will be opened in the presence of the vendor's representatives subsequently for further evaluation. The interested bidders may present at the time of Financial bid opening. The representative of a bidder should produce authorization letter from their company to participate in the tender opening.

Publication of Rate Contract : On compilation of all the Bids submitted by all OEMs, IIT Delhi will prepare a comprehensive OEM wise list of medicines. IIT Delhi Hospital

will issue "Supply Order-s" to the OEM for its selected medicines as per the need of the institute

### **Terms & Conditions:**

EMD Amount Rs. 3,00,000/- (Three lakhs only) may be paid either through RTGS / internet banking in Beneficiary name of Registrar, IIT Delhi, with Bank Account Number : 10773572622, IFSC Code SBIN0001077, State Bank of India, IIT Delhi Branch), OR through the Bank Guarantee as per the format mentioned at Annexure-VI.

Tender Fees : Rs. 5,900 (including 18% GST) (non-refundable, to be paid online. Payment of Tender fees may be paid online through RTGS / internet banking in Beneficiary name of Registrar, IIT Delhi, with Bank Account Number : 10773572622, IFSC Code SBIN0001077, State Bank of India, IIT Delhi Branch).

**Last Date of Tender Submission : 21<sup>th</sup> May 2024 (at 2:30pm) .**

- 1) The IIT Delhi hospital has proposed to enter into a rate-contract (R/C) for the supply of drugs valid for a period of 12 months from the date of opening of the Price Bid, can be extended for a period of 12 months or more on mutual consent on existing terms & conditions.
- 2) IIT Delhi will guarantee no specific business value. The business volume will depend on the performance of the OEM and its authorized dealer and the demand of the institute for the specific medicines from time to time.
- 3) No conviction or penalty by the State authority: The manufacturer must not have been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules, and Rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years.
- 4) Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.
- 5) The OEM must have valid GST Registration certificate, valid PAN available (in its own name) for at least 3 years. Copies of the GST Registration Certificate and PAN card should also be submitted with the tender.
- 6) Compliancy certificate: This Compliance certificate must be provided indicating conformity to the technical specifications. (**Annexure-I**)
- 7) Minimum experience of the OEM: The OEM must have its own manufacturing hub in existence at least for 10 years. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
  - a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.
  - b. Execution certificate by client with contract value.
  - c. Any other document in support of contract execution like Third Party Inspection release note, etc.
  - d. Proof of incorporation of company
- 8) Only Manufacturer can participate in the tendering process: OEM can Authorise only one firm (as Authorized Agent) to supply all the medicines on behalf of the OEM with duly filled in Authorisation Form along with the bid. Bidder's offer is liable to be rejected, if they don't submit any of the certificates / documents sought in the Bid document.

- 9) No modifications / alterations / conditional offer proposed by the firm will be accepted against the given terms and conditions. Bidders are, therefore, advised to submit rate-quotations only if the terms & conditions as prescribed by the Institution are acceptable to them in total and they fulfil all the eligibility-criteria.
- 10) The Earnest Money Deposit (EMD) shall be valid for three months more than the validity of the tender (including the extended period). Any other form of EMD will not be accepted.
- 11) The OEM's which are registered under MSME or Make In India will be exempted to deposit the EMD provision they have to submit necessary proof for the claim of their exemption, however these firms shall have to submit Performance Security of the same EMD amount if found responsive in the tender.
- 12) The Director IIT Delhi, reserves the right to reject any or all tenders including the lowest quotation without assigning any reasons whatsoever. The Director IIT Delhi will also have the authority to accept tenders/offers in respect of any one or more of the items for which bidders may have quoted and his decision in this matter shall be final in every respect.
- 13) The manufacturing firms should have minimum average annual turnover of Rs. 200 crores for three successive financial years (2020-21, 2021-22, 2022-23). The OEM may appoint a local distributor to supply medicines to IIT Delhi as per the agreed T&Cs. The authorized distributor, must have minimum average annual turnover of Rs. 2 crores for three successive financial years (2020-21, 2021-22, 2022-23).
- 14) The audited balance sheet for the last three financial years for manufacturing drugs should be submitted (Refer to **Annexure-II**) indicating average annual turnover of Rs. 200 crores for three successive financial years (2020-21, 2021-22, 2022-23).
- 15) The distributor shall submit the original copy of authority letter issued by manufacturing firm on their letterhead.
- 16) The OEM/ bidder should be a licensed Indian Drug Manufacturer or Importer (for drugs not manufactured in India). Quotations for drugs imported by licensed Indian Manufacturers from their parent company abroad would be treated at par with quotations from other Indian manufacturer provided all the required criteria given in the tender document are fulfilled and import license in prescribed Form is submitted.
- 17) OEM/ bidder must have Good Manufacturing Practice (GMP) certificate issued by State Drug Controller office in accordance with the WHO recommendations shortly called WHO-GMP (product-wise) or GMP certificate as per revised schedule 'M' along with list of products.
- 18) The OEM/ bidder must hold valid Drug Licence on the date of bid opening under the provisions of the Drugs and Cosmetics Act, 1940 and The Drugs and Cosmetics Rules, 1945. An affidavit sworn in before the Notary Public that no case is pending against the firm/bidder under the Drugs and Cosmetics Act and

Rules made there under as well as under the Drugs price Control Order issued from time to time.

- 19) OEM/ bidder must have valid drug manufacturing license issued by the State Drug Controller along with the list of products licensed to be manufactured.
- 20) Firms must have manufacturing and marketing certificate for the last three years issued by the State Drug Controller for the product(s) quoted by them.
- 21) Firms must have certificate for the newly introduced drugs if any quoted by them, issued by the State Drug Controller / Licensing Authority.
- 22) For proprietary drugs, if a firm is sole manufacturer of the product, the same can be treated as a Proprietary item, provided the firm submits a certificate to this effect from the State Drug Controller / Licensing Authority.
- 23) Only those firms are eligible to participate who has neither been convicted nor any case pending under the Drugs and Cosmetics Act, 1940 in respect of any of the drug. Non-conviction certificate from the Drug Controller of State, issued not more than one year ago from the date of opening of tender.
- 24) The manufacturing firm/their distributor who has been debarred or blacklisted from any Central / State Government/ PSU will not be considered. An affidavit by the bidder on a Stamp paper of Rs.100/- that the firm has not been debarred or blacklisted by any Central Govt./ State Govt/ PSU. Institution, ever. If blacklisted or debarred anytime, then mention details (Refer to **Annexure-III**).
- 25) Copy of valid GSTIN registration certificate of the distributor firm duly attested should be attached with the tender along with latest copies of returns / challans filed, which should not be more than 6 months' old from the date of opening of Tender.
- 26) Delivery Period: The firms should give an undertaking to the effect that they are legally bound to supply the drugs within the stipulated time frame (i.e. within 10 days from the placement of the order), which they have quoted in the tender. In case, they fail to execute any supply-order placed to them, they will be liable for action against them, as deemed fit.
- 27) All drugs supplied should have at least a minimum of 3/4th of the shelf life of the drug supplied at the time of receipt of supply at consignee end. Composition and shelf life: Composition / contents of the drug / medicine must be given against each item along with the shelf life. The different strength of any drugs/medicine should be quoted in different rows, it will be considered as another product. (for example any medicine has eight strength, then it will be considered as eight medicine product). The shelf life must be clearly printed on the bulk packaging as well as on individual packaging. No stickers / stamps please.
- 28) Residual shelf life: Any item / medicine supplied if not consumed "before the 1/6th period" of its expiry date, the IITD Hospital will inform the company / supplier for replacement with the fresh stock or in lieu a credit note may be issued.

- 29) Each & every paper/page of the tender document should be serially numbered and duly signed by the bidder. A proper catalogue/checklist should be enclosed in the chronological order.
- 30) Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows: In case of Dispute or difference arising between the IIT Delhi and the Chemist shop owner relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director, Indian Institute of Technology Delhi and if she/he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 31) 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 and the place of jurisdiction would be New Delhi (Delhi), INDIA
- 32) Performance Bank Guarantee (PBG): The EMD of the successful bidders will be converted into PBG. Alternatively, The OEM shall deposit with the IIT Delhi a sum Rs. 3,00,000/- (Rupees three Lakhs Only) in the form of a Performance Bank Guarantee (PBG) furnished by a scheduled/ nationalized Bank within 30 days of execution of the contract, OR the same amount may be paid through RTGS or against Bank guarantee as per the format at Annexure-VI. The said performance bank guarantee shall be valid for a currency of the contract plus 03 months from the date of execution of the license deed. In case the license is renewed, the PBG shall or kept alive for the extended period, plus 03 months thereafter.
- 33) Refund of EMD: The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful establishment of the contract and same may be adjusted against the performance security.
- 34) Payment Terms : IIT Delhi will release payments within 30 days from the supply of medicines to the OEM or to its Authorized Dealers (if authorized).
- 35) Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of force Majeure. For purpose of this Clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contracts as far as

is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 36)The supplier shall not be liable to pay LD/ penalty and forfeiture of the performance security for the delay in executing the contract on account of the extension of the supply period on the ground of 'Force Majeure' events.
- 37)The OEM and its authorized agent will provide an undertaking that it would own responsibility of any damage arising because of delay in supply/ non-supply /poor quality of drugs.
- 38)In case of poor quality of drug or other immunological agents, if the OEM is debarred from submitting quotation for one year for that particular drug or immunological agent in which there had been a batch failure / substandard report from any authorized laboratory. One year will be counted from the date of such report.
- 39)Requirement: All bulk and every item in the packing must be marked "IITD HOSPITAL SUPPLY. NOT FOR SALE".
- 40)Quality assurance: All products supplied must be pharmacologically and therapeutically potent and of certified quality. The supplied products are liable to be tested for chemical analysis at any time and if found sub-standard, the company will be liable to pay damages as per IITD norms. The company will also have to refund the entire amount paid to it irrespective of medicines consumed. Black-listing process may also be initiated against the OEM.
- 41)Depending upon the need, requirement and specific circumstances, the Institute may prescribe, with prior consent of the other party / operator of the pharmacy, certain other conditions not specifically mentioned in this document. These conditions shall carry the same weightage as attached to all other conditions of the contract.
- 42)The bidder should quote discount (excluding GST) on Maximum Retail Price (MRP) printed on Strip/ Bottle/ Unit packed, in percentage term in respect of all drugs and medicines, for stocking and dispensing to the beneficiaries under the contract. The discount rate quote shall be on Maximum Retail Price (Inclusive of all applicable taxes).
- 43)The different strength of any drug / medicine should be quoted in different rows in the Annexure-IV. Such medicines will be considered as different products (for example, any medicine has eight strengths, then they will be considered as eight different medicines / drugs).
- 44)**Notices:** For the purpose of all notices, the following shall be the address of the Purchaser

Purchaser: Head Hospital, Indian Institute of Technology Delhi,  
Hauz Khas, New Delhi - 110016.

## Compliance Sheet

Srl	Eligibility Criteria	Complied (Y/N)
1	The OEM have read all the Terms and Conditions (T&C) of this tender and they understood it and they fulfil all the eligibility criteria as mentioned in the Terms and Conditions of this tender.	
2	The OEM have never been convicted by the State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules, and Rules made there under as well as under Drug Price Control Order (DPCO) against the firm during the last 5 years.	
3	The OeM is not be under liquidation, court receivership or similar proceedings and it is not bankrupt	
4	The OeM have GST Registration certificate and PAN available in their own name for at least 3 years. Copies of the GST Registration Certificate and PAN card should also be submitted with the tender.	
5	The OEM have its own manufacturing hub in existence for last 10 years.	
6	The EMD (Earnest Money Deposit) of Rs. 3,00,000/- (Rupees Three lakhs) have been deposited and its UTR number is as under : _____ or through Bank Gurantee as per the format given at Annexure-VI.	
7	The Tender fees of Rs. 5,900/- (i.e. Rs. 5,000/- plus 18% GST i.e. Rs. 900/-) have been submitted and its UTR number is as under : _____.	
8	<p>The OEM have minimum average annual turnover of Rs. 200 crores for three successive financial years (2020-21, 2021-22, 2022-23). If the OEM appoints a local distributor to supply medicines to IIT Delhi as per the agreed T&amp;Cs. The authorized distributor, must have minimum average annual turnover of Rs. 2 crores for three successive financial years (2020-21, 2021-22, 2022-23).</p> <p>Audited copy has also been attached by the OEM.</p>	
9	The OEM authorized distributor must have minimum average annual turnover of Rs. 2 crores for three successive financial years (2020-21, 2021-22, 2022-23). Audited copy has also been attached.	
10	<p>The OEM has already authorized its Supplier/ Agent to supply medicines to IIT Delhi as per its approved rate and the details of the authorized agent is as under :</p> <p>Name of the Authorized Dealer: Address of the Authorized Dealer:</p>	

	Name of the Authorized Person : Mobile No. of the Authorized Person: Email address of the Authorized Person:	
11	Firm has valid drug manufacturing license issued by the State Drug Controller along with the list of products licensed to be manufactured.	
13	Firm has manufacturing and marketing certificate for the last three years issued by the State Drug Controller for the product(s) quoted.	
14	Firms has certificates for the newly introduced drugs (if any quoted), issued by the State Drug Controller / Licensing Authority.	
15	OEM has Good Manufacturing Practice (GMP) certificate issued by State Drug Controller office in accordance with the WHO recommendations shortly called WHO-GMP (product-wise) or GMP certificate as per revised schedule 'M' along with list of products.	
16	The OEM and its distributor has never been debarred or blacklisted from any Central / State Government/ PSU. An affidavit on a Stamp paper of Rs.100/- that the firm has not been debarred or blacklisted by any Central Govt./ State Govt/ PSU has been attached.  In case it was ever blacklisted or debarred anytime, then mention details at Annexure-III.	
17	Copy of valid GSTIN registration certificate of the distributor firm duly attested is also attached	
18	Each & every paper/ page of the tender document has been serially numbered and duly signed by the bidder.	
19	The OEM will follow the delivery terms and conditions of this tender	
20	The OEM agrees to the Payment terms i.e. within 30 days from the date of receipt of the order.	
21	All drugs supplied have at least a minimum of 3/4th of the shelf life of the drug supplied at the time of receipt of supply at consignee end. Composition and shelf life: Composition / contents of the drug / medicine have also been given against each item along with the shelf life. The shelf life must be clearly printed on the bulk packaging as well as on individual packaging. No stickers / stamps please.	
22	Residual shelf life: Any item / medicine supplied if not consumed "before the "1/6 <sup>th</sup> period" of its expiry date, the IITD Hospital will inform the company / supplier for replacement with the fresh stock or in lieu a credit note may be issued.	
23	The OEM and its authorized agent will provide an undertaking that it would own responsibility of any damage arising because of delay in supply/ non-supply /poor quality of drugs.	



24	In case of any drugs or immunological agents, if the OEM is debarred from submitting quotation for one year for that particular drug/immunological agent in which there had been a batch failure / substandard report from any authorized laboratory. One year will be counted from the date of such report.	
25	All bulk and every item in the packing will be marked "IITD HOSPITAL SUPPLY. NOT FOR SALE".	
26	All products supplied are pharmacologically and therapeutically potent and of certified quality. The supplied products are liable to be tested for chemical analysis at any time and if found substandard, the OEM will be liable to pay damages as per IITD norms. The OEM or the agency will also have to refund the entire amount paid to it irrespective of medicines consumed.  Black-listing process may also be initiated against the OEM.	
27	We agree with the condition that "Depending upon the need, requirement and specific circumstances, the Institute may prescribe, with prior consent of the other party / operator of the pharmacy, certain other conditions not specifically mentioned in this document. These conditions shall carry the same weightage as attached to all other conditions of the contract."	
28	The OEM have quoted uniform discount on Maximum Retail Price (MRP) printed on Strip/ Bottle/ Unit packed, in percentage term in respect of all drugs and medicines, for stocking and dispensing to the beneficiaries under the contract. The discount rate quote shall be on Maximum Retail Price (Inclusive of all applicable taxes).	

Signature of the OEM Authorized Person with stamp  
Name of the Person  
Name of OEM

## Annexure-II

(In Reference to RATE contract of Medicine Supply at IIT Delhi)

### Financial Turnover of the OEM and its Authorized Agent

(Min. requirement is Rs. Two hundred Crores or above). This is mandatory.	2020-21	2021-22	2022-23	Average Annual Turn over
<b>Annual Turnover of the OEM (Rupees in Lakhs)</b>				

### Financial Turnover of the Authorized Agent

(Min. requirement is Rs. Two Crores or above)	2020-21	2021-22	2022-23	Average Annual Turn over
<b>Annual Turnover of the Authorized Agent (Rupees in Lakhs)</b>				

Signature of the OEM Authorized person with stamp

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

Designation : \_\_\_\_\_

Organization : \_\_\_\_\_

Contact No

**<< Organization Letter Head >>  
DECLARATION SHEET**

We, specifically certify that our organization and our authorized agent have not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years from the last date of submission of the tender.

**Signature of the Authorised Person of OEM with Stamp**

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Organization :** \_\_\_\_\_

**Contact No**

## Financial Bid

(to be submitted in printed form and also in Pen Drive)

Name of the OEM :  
 Email Address of OEM Authorized Person :  
 Mobile Number of Authorized Person :  
 Validity of the Offer :

### List of Items and its discount rate (in %)

Srl	Item Name	Generic Composition	Dose Form / UoM	Actual Pack Size	Offered price to IITD (Excl. GST)	Discount on offered price to IITD (Excl. GST)	GST%	MRP in INR	Quality certification of plant (Eg: US FDA, WHO GMP, any other international manufacturing quality certifications)	HSN_ Code	Manufactured by	Marketed by
1												
2												
3												
4												
n-1												
N												

A soft copy of the financial bid (excel format without any password) should be submitted in a pen drive along with the paper copy of the financial bid. Without the same the bids will be rejected. For Branded Generic medicines, a separate list be maintained. OEM's are allowed to quote the rates per strip and in case of liquid/ vial/ bottle/ tube/ inj- as 1's pack. The different strength of any drug / medicine should be quoted in different rows. Such medicines will be considered as different products (for example, any medicine has eight strengths, then they will be considered as eight different medicines / drugs).

#### Signature of the OEM Authorised Person with Stamp

Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Organization : \_\_\_\_\_  
 Contact No \_\_\_\_\_

**ANNEXURE-V**

(In Reference to RATE contract of Medicine Supply at IIT Delhi)

**<< Organization Letter Head >>  
DECLARATION SHEET**

We, hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. We certify that our organization meets all the conditions of eligibility criteria laid down in this tender document.

The prices quoted in the financial bids are subsidized due to academic discount given to IIT Delhi.

	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1. Phone	
2. Fax	
3. E-mail	
4. Contact Person Name	
5. Mobile Number	
6. TIN Number	
7. PAN Number	
8. Registration No. with State Govt., Deptt. of Health.	
9. GST No.	
10. Name of the Authorized Agent Name of the Company: Name of the Contact Person:  Address :  Email : Mobile No:	

**Signature of the OEM Authorized Person with Stamp**

**Name :** \_\_\_\_\_

**Designation :** \_\_\_\_\_

**Organization :** \_\_\_\_\_

**Contact No. :** \_\_\_\_\_

PROFORMA OF BANK GUARANTEE (On non-judicial paper of appropriate value)

To, Indian Institute of Technology Delhi (IIT Delhi),  
Delhi-110016  
India

BANKS GUARANTEE NO:

DATE:

Dear Sir(S) This has reference to the Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_  
been placed by Indian Institute of Technology (IIT), Delhi – , India on M/s \_\_\_\_\_  
(Name & Address of vendor) for supply, installation, commissioning and warranty of  
\_\_\_\_\_ (description of items) at client's site. T

he conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of IIT Delhi and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site in IIT Delhi as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. \_\_\_\_\_ M/s. \_\_\_\_\_ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter. IIT Delhi shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of IIT Delhi under any security (ies) now, or hereafter held by IIT Delhi and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of IIT Delhi hereunder or of prejudicing right of IIT Delhi against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of IIT Delhi and liabilities of the supplier arising up to and until \_\_\_\_\_ (date).

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that IIT Delhi may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and / or in connection with the said contract

and IIT Delhi shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of IIT Delhi in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We \_\_\_\_\_ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (IIT Delhi) opinion any default is made by M/s \_\_\_\_\_ (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s \_\_\_\_\_ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s \_\_\_\_\_ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s \_\_\_\_\_ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s \_\_\_\_\_ (Name of Vendor).

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to IIT Delhi hereunder.

The amount stated in any notice of demand addressed by IIT Delhi to the Bank as claimed by IIT Delhi from the supplier or as suffered or incurred by IIT Delhi on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and IIT Delhi be conclusive of the amount so claimed or liable to be paid to IIT Delhi or suffered or incurred by IIT Delhi, as the case may be and payable by the Bank to IIT Delhi in terms hereof.

You (IIT Delhi's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s \_\_\_\_\_ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s \_\_\_\_\_ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s \_\_\_\_\_ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s \_\_\_\_\_ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised they said M/s \_\_\_\_\_ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s \_\_\_\_\_ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to IIT Delhi in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs \_\_\_\_\_ (in words)
- B. This bank guarantee shall be valid up to \_\_\_\_\_ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before \_\_\_\_\_
- D. The Bank guarantee will expire on \_\_\_\_\_

Granted by the Bank  
Yours faithfully,  
For (Name of Bank)  
SEAL OF THE BANK  
Authorised Signatory