

No. SNJ/ITI/Store/E-tender/STRIVEHP/2021-166

Dated: 04/03/2021

**E-TENDER NOTICE FOR PROCUREMENT OF MACHINERY AND EQUIPMENTS
FOR PAINTER GENERAL TRADE**

IMC for Govt. Industrial Training Institute Sainj, Distt. Kullu, Himachal Pradesh, invites e-tender for *supply, installation commissioning & training* of the machinery and equipments for **Painter General Trade** as per BOQ (Bill of Quantity) to be delivered and installed in the *Govt. Industrial Training Institutes Sainj, Distt. Kullu* as per delivery locations. Interested Bidders may submit their e- bids for mentioned *items* online. The tender documents containing details of quantity, Specifications etc., and other terms & conditions are available at e-procurement portal <https://hptenders.gov.in> and <https://www.itisainj.in>. The interested bidders can submit their e-bids through e-tender portal <https://hptenders.gov.in> as per dates & time given below:

1	Date of Publication	08/03/2021
2	Bid Submission Start Date	09/03/2021
3	Last Date for submission of online bid Opening of eligibly and Technical BID	29/03/2021
4	Bid Validity	90 Days

Eligibility-cum-Technical & Financial Bids will be opened in the office of the Principal cum Member Secretary IMC for Govt. ITI Sainj, Distt. Kullu, Himachal Pradesh. The Principal cum Member Secretary, reserve the right to accept/ reject any tender without assigning any reason whatsoever. If any changes required in the tender it will be intimated through "Corrigendum" via website <https://www.itisainj.in> and <https://hptenders.gov.in> only.

Principal cum Member Secretary,
IMC for Govt. ITI Sainj, Distt. Kullu.

INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM

○ Registration of bidders on e-Procurement Portal:

- All the bidders intending to participate in the tender process online are required to get registered on the centralized e-Procurement Portal i.e. <https://www.hptenders.gov.in>. Please visit this website for more details.

○ Obtaining a Digital Certificate:

- The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from your Chartered Accountant or www.emudhradigital.com.
- Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000.
- Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- In case of any change in the authorization, it shall be the responsibility of management/ partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.


Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

- The same procedure holds true for the authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
- **Pre-requisites for online bidding:**
 - In order to bid online on the portal <https://hptenders.gov.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e tendering Portal
- **Online Viewing of Detailed Notice Inviting Tenders (N.I.T.):**
 - The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://hptenders.gov.in>
- **Download of Tender Documents:**
 - The tender documents can be downloaded from the e-Procurement portal <https://www.hptenders.gov.in> and <https://www.itisainj.in>
 - Key Dates:
The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.
- **Bid Preparation (Technical & Financial)**
 - Payment of Tender Document Fee & EMD of online Bids: The payment for Tender document fee and EMD can be made as mentioned in General Terms & Conditions in this tender.
 - The bidders shall upload their eligibility-cum-technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).
 - Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified in this tender are intended to be descriptive only and not restrictive.
 - **The bidders shall quote the prices in price bid format only. The bidders must quote the prices for 100% of the items and quantities specified in the BOQ.**
 - All items in the BOQ must be listed and priced separately in the financial bid. If a BOQ shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.


 Principal
 Govt Industrial Training Institute
 Sany Distt Kullu (H P)

- Prices quoted by the Bidder shall remain the same during the Bidder's performance of the Contract and not subject to variation on any account.
- If bidder fails to complete the Bid Preparation at Submission stage on the stipulated date and time, his/hers bid will be considered as bid not submitted, and hence not appear during tender opening stage.
- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://www.hptenders.gov.in>.
- For help manual please refer to the 'Home Page of the e-Procurement website at <https://www.hptenders.gov.in>., and click on the available link 'How to...?' to download the file.
- Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing).

Note: Any changes/corrigendum/revised tender related to this Tender Document will be published on our website <https://www.itisainj.in> and <https://hptenders.gov.in>. Therefore, prospective bidders are requested to see the updates on these web sites regularly.

General Terms & Conditions of the e-tender for purchase of equipment(s) are as under:

1. The Bidder should be registered under the Indian Companies Act, 1956/2013 or Proprietors/ Partnership Firms should have valid Government license / registration, GSTN and PAN. Each bidder shall submit only one quotation. The GST shall be charged extra as per Govt. norms.
2. The bidder should be in existence for not less than preceding 3 years in the relevant field. The name and Address of the reputed Govt. Institutions, where the manufactures/ suppliers has already installed/ supplied the similar kind of equipment may be given. The bidder should also attach the supply order copies of same to indicate his prompt actions after sales services etc.
3. The bidder should have deposited Earnest Money Deposit (EMD) for Rs. **19121.00 (Rs. Nineteen thousand One hundred Twenty One only)** valid for 90 days in the shape of bank draft / FDR only in favour of Principal Cum Member Secretary Govt. ITI Sainj Distt. Kullu, payable at Sainj Himachal Pradesh is to be submitted at purchaser office at Govt. ITI Sainj, Distt. Kullu before scheduled opening of bid. The bid found without EMD will be straight way rejected.
4. The bidder should submit Authorization as per 'Form-A' and the bidder/supplier shall attach an undertaking on affidavit on letter head from the original manufacturer that the warranty shall be provided by the manufacturer or his sole. The manufacturer shall be liable for the aforesaid services in case the dealership of bidder is changed/back out.
5. The bidder should submit the declaration of acceptance of terms and conditions as per Form-B.
6. Samples / pre-demonstration of equipments, in respect of each item quoted for, should in variably be arranged (if required) technical approval will depend on successful pre

Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

7. The bidder has to upload literature of equipments with detailed specifications, make, model no. clearly mentioned on illustrative literature/relevant catalogues duly stamped and signed for technical evaluation.
8. The Bidder should not have been declared ineligible at the time of bid submission and at the time of placing of supply order due to corrupt and fraudulent practices with any of the departments of the Central, State Governments Deptt. & PSUs of Central/ State Govt. as per Form-C.
9. The quoted product should not be end of life at the time of bid submission. The support shall be provided by the bidder/ OEM for next two years, an undertaking for the same shall be provided by the OEM.
10. **Award of contract:**
 - The Department shall award the contract to the bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the tender conditions, provided further that the Bidder has remained qualified to perform the Contract satisfactorily.
 - The bid shall be rejected if the qualification criteria as specified above are no longer met by the bidder whose offer has been determined to be the lowest evaluated bid. In this event the department shall proceed to the next lowest evaluated bidder to make a similar reassessment of that bidder's capabilities to perform satisfactorily.
 - At the time the Contract is awarded, the Department reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in BOQ, provided this does not exceed the percentages indicated below and without any change in the unit prices or other terms and conditions of this tender. The maximum percentage by which the quantities may be increased or decreased is 40%.
 - The successful bidder will be notified by the department. The successful bidder shall submit the signed agreement with required documents as per form- **Contract Agreement** accompanied with a **performance security @ 10%** of the contract amount (including taxes as applicable) in the form of **Bank Draft only**, within 15 days of notification of successful bidder. Format for performance security is attached as **Form-Performance Security**.
11. **Delivery:** FOR as per delivery schedule within 15 days after submission of contract agreement.
12. **Payment:-**

Payment shall be made in two installments.

 - i. **First Installment:** A claim for first installment shall be staked by the Supplier when he has supplied 100% ordered equipment(s) in good condition. The payment will be made after receipt of duly acknowledged delivery challan (s) & invoice(s), as required by the Purchaser. First Installment of 90% of the total order value shall be released after delivery of 100% Goods as per the contract agreement/order.
 - ii. **Second Installment:** Remaining 10% amount shall be released to the supplier within Three weeks of complete delivery of the ordered items and its installation / satisfactory commissioning & acceptance by the purchaser and execution of "maintenance and service performance security" @ 5% of the total order value valid up to 12 months for proper


Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

maintenance and to safeguard the purchaser against timely maintenance of ordered equipment(s).

13. Delays in the Supplies and Performance of services:

1. Delivery of the goods and the performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
2. Any unjustifiable delay by the Supplier in the performance of his delivery obligation may render the Supplier liable to any or all the following:
 - (i) Forfeiture of its performance security
 - (ii) Imposition of liquidated damages @Rs 100/- per day for the unfulfilled order.
 - (iii) Termination of the contract is at the risk & cost of the supplier/contractor
 - (iv) Initiation of any other legal proceedings.
3. The Supplier will strictly adhere to the time-schedule for the performance of Contract. However, the Purchaser can relax this time limit in force majeure conditions

14. Warranty and Support: The bidder must ensure that the supplied equipment(s) should be maintained for 365 days from the installation / commissioning of all the equipments under the contract

15. Bidder must submit demo equipment at the site as specified at the time of award of contract for demonstration.

16. Performance Security:

1. Performance Security for delivery/ installation and maintenance during warranty period, as mentioned at Clause No.9.
2. The proceeds of the Performance Security/ additional Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete his obligations under this Contract. The Purchaser may claim such compensation in addition to initiating any other legal proceedings. The Performance Security, regarding delivery & installation will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance related obligations, under the Contract for excluding after sales maintenance.

17. AFTER SALES SERVICES:

Comprehensive Warranty:

- i) The Supplier shall provide Comprehensive OEM warranty (including labour and spares) for 365 days from the installation / commissioning of all the equipments under the contract. The warranty shall cover the hardware; hardware parts System Software, Labour and including updation /up gradation (free of cost) of the Operating System. The supplier of Items shall ensure genuine add-ons items & consumables for the items sold in the state for their own brand.
- ii) The supplier will provide prompt after sales support and shall attend any complaint not later than 48 hours. The minor and major defects shall be rectified not later than 72 hours. If defect is not rectified within the time stipulated as above penalty as prescribed at clause No. 16 (iii) by the Purchaser will be


Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

above penalty as prescribed at clause No. 16 (iii) by the Purchaser will be imposed. However, the penalty in such instances shall not exceed 5% of the equipment(s) cost against a non-attendance/ non-rectification of defects against a service call.

iii) Imposition of penalty @Rs 50/- per day and penalty shall not exceed 5% of the equipment cost.

18. Termination for Default:

1. The Purchaser may without prejudice to any other remedy for breach of contract, (including forfeiture of Performance Security) by written notice of Default sent to the supplier; terminate the Contract in whole or in part after sending a notice to the Supplier in this regard.
 - (a) If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **clause 12**.
 - (b) If the Supplier fails to perform any other obligation under the Contract.
 2. In the event the Purchaser terminates the Contract in whole or in part, he may procure, upon such terms in such manner, as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to pay excess cost of such similar goods to the Purchaser. This liability will be in addition to forfeiture of performance guarantee and any other legal proceedings, which the Purchaser may initiate.
19. Any Dispute shall be subject to **Kullu** jurisdiction only.
20. Telegraphic, Fax and conditional tenders shall not be accepted.
21. The Principal Cum Member Secretary Govt. ITI Sainj, Distt. Kullu can also appoint a negotiation committee if required.
22. The rates quoted shall be valid for next six months.
23. The supply order shall be subject to availability of funds/approval of competent authority/ IMC of Govt. ITI Sainj Distt. Kullu.
24. While quoting the rates of the items, please do not change the Sr. No of the item.
25. Bid Submission:

The Bidder will prepare the bid in two parts.

I. ELIGIBILITY-CUM-TECHNICAL CLAIM:

In support of his eligibility-cum-technical, a Bidder must submit documents as mentioned in Sr. No. 1 to 8.

Packet-I (Fee & other Eligibility-cum-Technical Documents) (to be uploaded in Fee Packet on E-procurement portal)

II. COMMERCIAL BID:

Commercial Bids of only eligible and technically qualified bidders will be opened as per the date notified by the purchaser on its website (<https://hptender.gov.in>). Those technically qualified bidders which have also deposited the tender cost and Bid Security shall be termed as

Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

Substantially Responsive (i.e. eligible and technically qualified and have also deposited Bid Security & tender cost). The Tender Committee's determination of a Bid's responsiveness is to be based on the contents of the Bid itself and not on any extrinsic evidence. However, while determining the responsiveness of various Bidders, the Tender Committee may waive off any minor infirmity, which does not constitute a material deviation. The decision of the Tender Committee in this regard shall be final.

The bidder will submit their Commercial Bids online as per BOQ in **Packet-2** on the e procurement portal,

- (i) Sample BOQ /Price Bid will be as per Schedule-I.

Gross Bid Value:


The Gross Bid Value shall be calculated as under;

Item wise with 365 days warranty inclusive GST.

Note 1: The Bidder shall not quote prices subject to certain conditions. Bids containing any conditional prices may be rejected or the purchaser may take a final decision in its discretion about such conditionality's.

- (ii) **F.O.R.: Govt. ITI Sainj Distt. Kullu (H.P) means in the concerned lab/Workshop/ Store of the institution including installation.**

The quoted product should not be end of life at the time of bid submission. The support shall be provided by the bidder/ OEM for next three years, an undertaking for the same shall be provided by the OEM.


Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)


COMPLIANCE SHEET

to be submitted with technical bid)

- I. **Delivery Locations** Please check at 'Schedule - II'
- II. **Detailed Technical Specifications**
Please check at "Schedule - III"
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Checklist of Documents required with bid

1. Copy of the 'Registration Certificate' of the bidder issued by a competent authority.
2. Copy of the GST & PAN of the bidder firm.
3. Copy of deposit slip of the EMD.
4. Duly filled OEM Authorization Form-A.
5. Duly filled Declarations Form-B, Form -C & form -D
6. Undertaking that product offered in not in 'end of life and OEM/Bidder' shall provide support for at least next two years.
7. Undertaking regarding "acceptance of technical specification and delivery schedule" in the tender.
8. Copy of the filled 'BOQ' not required to be uploaded instead bidders have to fill it online only.


Principal
Govt Industrial Training Institute
Sainj Distt. Kullu (H P)

FORM-A

(Declaration by the O.E.M.)

To,

**The Principal cum Member Secretary IMC,
Govt. ITI Sainj, Distt. Sainj,
Himachal Pradesh-175134.**

Date:

Subject: Authorization to a distributor for tender No:
Dear Sir,

Please refer to your Notice inviting Tender for procurement of M&E package-published in various National and Regional Newspapers. M/s _____ (Bidder), who is our reliable Distributor/channel partner for the last _____ years, is hereby authorized to quote on our behalf for this prestigious tender. M/s _____ (Bidder) is likely to continue as our business partner during years to come. We undertake the following regarding the supply of these equipments/ peripherals etc.

1. The M & E of the supplied in this tender shall be manufactured by us as per the specifications required by the Purchaser. M/s _____ (Bidder) shall not be allowed to do any hardware integration on our equipment.
2. It will be ensured that in the event of being awarded the contract the above M&E will be Delivered by M/s _____ (Bidder) & maintained by M/s _____ (ASP) properly as per the conditions of the contract. For this purpose, we shall provide M/S _____ necessary technical support including technical updates & spares to the ASP. If M/s _____ fails to maintain the equipment(s) for any reason what-so-ever, we shall make alternative arrangements for proper maintenance of these items during the warranty period. During the period of 2 years' onsite warranty, we shall provide full support back up to the Bidder/ASP. On the whole, it shall be ensured that the clauses regarding service and maintenance of these equipment(s) do not get diluted in implementation due to non-availability of spares and lack of technical inputs from our side.
3. If due to any reason whatsoever, the tie-up between our company M/s _____ (Bidder) or M/S _____ (ASP) breaks down subsequently, we shall make necessary alternative arrangements for honoring the terms of the contract.

Name : _____
Designation : _____

Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

Company : _____

FORM-B

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE TENDER DOCUMENT**

To

**The Principal cum Member secretary IMC,
Govt. ITI Sainj, Distt. Kullu,
Himachal Pradesh-175134.**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.: XXXXXX-) regarding procurement of Machinery & Equipment wide e-tender notice number _____ by the **The Principal cum Member secretary IMC, Govt. ITI Sainj, Distt. Kullu HP.** I declare that all the provisions of this Tender Document contained in this tender and subsequent corrigendum's/ clarifications issued from time to time are acceptable to my Company/firm. I further certify that I am an authorized signatory of my company and competent to make this declaration.

Yours very truly,


Name: _____

Designation: _____

Company: _____

Address: _____ Contact No: _____

Email-id: _____


Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

FORM-C

DECLARATION REGARDING PAST PERFORMANCE

To

The Principal cum Member Secretary IMC,
Govt. ITI Sainj, Distt. Kullu,
Himachal Pradesh, 175134.

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document [No.:XXXXXXXX] regarding procurement of Machinery & Equipment wide e-tender notice number _____ by the Principal cum Member Secretary IMC for Govt. ITI Sainj, Distt. Kullu(H.P). I hereby declare that my company has not been debarred/black listed by any Government/ Semi Government organizations for quality/ service products nor is there any pending dispute regarding short shipment/ installation/service. I further certify that I am an authorized signatory of my company and competent to make this declaration.

Yours truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Contact No:

Email-

Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

SCHEDULE – I
SAMPLE OF PRICE SCHEDULE/BOQ

(to be completed by bidder as per the format available on e-procurement portal <https://hptenders.gov.in>)

Tender Inviting Authority: Institute Management Committee (IMC) Govt. ITI Sainj, Distt. Kullu-175134

Name of Work: E-TENDER FOR PROCUREMENT OF M&E for

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE

(DOMESTIC TENDERS-RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sr. NO	Item Description	Qty	Units	Basic Rate with Installation (if any) and one year's warranty in Figures To be entered by Bidder in Rs P	GST Amount n percentage (%)	Unit Price with GST Rs P	Total Amount Without Taxes with one year warranty Rs P	Gross Bid Value Inclusive Installation and Taxes(for One Year onsite OEM Warranty) Rs P	Total Amount In Words
1	Item No 1:		Nos			0.00	0.00	0.00	INR Zero Only
2									
3									
Total in Figure						0.00	0.00	0.00	INR Zero Only
Quoted Rates in Words		INR Zero Only							

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Govt Industrial Training Institute
Sainj Distt. Kullu(H P)

Sample Contract Agreement

THIS AGREEMENT made on the [insert number] day of [insert month], [insert year], between [insert complete name of Purchaser] of [insert complete address of purchaser] (hereinafter "the Purchaser"), of the one part, and [insert complete name of supplier of [insert complete address of supplier] (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [insert brief description of the goods and related services] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of [insert currency or currencies and amount of contract price in words and figures] (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - (a) The Letter of Acceptance;
 - (b) the BOQ submitted by the Supplier;
 - (c) The terms & conditions of the tender;
 - (d) Additional documents (if any)

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with the laws of [indicated name of country] on the day, month and year indicated above.

Signed by [insert authorized signature for the purchaser] (for the purchaser)

Signed by [insert authorized signature for the supplier] (for the Supplier)


Principal
Govt Industrial Training Institute
Sainj Distt Kullu (H P)

Sample Performance Security

Bank's name, and address of issuing branch or office

Beneficiary: *Name and address of purchaser*

Date:

Performance Guarantee No.

We have been informed that *name of the supplier*. (hereinafter called "the Supplier") has entered into Contract No..... *reference number of the contract*. datedwith you, for the execution of *name of contract and brief description of goods and related services*. (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required. At the request of the Supplier, we *name of the bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in figures*.(..... *amount in words*.) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein. This guarantee shall expire, no later than the day of , and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
Seal of bank and signature(s)


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