

Government of India
Ministry of Finance, Department of Revenue
Central Board of Excise and Customs
Directorate of Logistics
'A' Wing, 4th Floor, Lok Nayak Bhawan,
Khan Market, New Delhi 110511.
Phone : 24693529 Fax: 24697497

**OPEN E-TENDER ENQUIRY DOCUMENT FOR PURCHASE OF 05(five) ARTIFICIAL
NARCOTICS SCENT KITS FOR THE TRAINING OF SNIFFER DOGS OF INDIAN
CUSTOMS**

Tender No. 16(AS)/2017

Dated: 18/09/2017

Period during which the tender enquiry documents will be available on official website www.cbec.gov.in , www.dolcbec.gov.in & www.eprocure.gov.in	From 18.09.2017 to 10.10.2017
Potential bidders can seek clarifications on tender document up to	29.09.2017 at 1500 Hrs.
Closing date and time for online submission of tenders	10th October 2017 at 1300 Hrs.
Last date of submission of EMD	10.10.2017
Place of receipt of tenders	Online submission on http://eprocure.gov.in/epublish
Address for Submission of EMD	Directorate of Logistics, 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi-110511.
Time and date of opening of tenders	1500 Hrs. on 11th October 2017
Place of opening of tenders	Online opening on https://eprocure.gov.in Directorate of Logistics, 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511

Dated 18th Sept., 2017

1. NOTICE INVITING TENDER (NT) THROUGH E- PROCUREMENT

TENDER NO.16(AS)/2017

DT .09.2017

1.1 For and on behalf of the President of India, Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Dept. of Revenue, Govt. of India, having its office at 'A' Wing, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 invites e-Tenders for supply of 05(five) artificial narcotics scent kits for the training of sniffer dogs of Indian Customs from the eligible manufactures of such kits, authorised distributors/dealers/ contractors of such manufactures.

1.2 The Tender enquiry Documents will be available on official website www.cbec.gov.in, www.dolcbec.gov.in and on <http://eprocure.gov.in> from **18.09.2017 to 10.10.2017**. Interested tenderers may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website <https://eprocure.gov.in>. **upto 1300 hrs on 10.10.2017**. The tenders will be opened at **1500 hrs on 11.10.2017** at Directorate of Logistics, 'A' Wing, 4th floor, Lok Nayak Bhawan, Khan Market, New Delhi 110511

1.3 Earnest Money Deposit (EMD) of **Rs.16,500/- (rupees sixteen thousand five hundred only)** in form of Bank Guarantee by Scheduled Commercial Bank in India in favour of the PAO, Office of the Pr. CCA, CBEC payable at New Delhi must reach latest by **1300hrs. on or before 10.10.2017, in the office of Assistant Commissioner Directorate of Logistics, Customs and Central Excise, A-Wing, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110511.**

1.4 In the event of any of the above mentioned dates being subsequently declared as a holiday/closed day for the purchase organisation, the tenders will be opened on the next working day at the appointed time.

1.5 Tenders received without EMD will be treated as non-responsive and rejected, at the initial stage itself.

1.6 This Directorate reserves the right to select and reject any or all the tenders received without assigning any reason whatsoever.

(Commissioner)
Directorate of Logistics

2 REQUIREMENTS OF WORK

2.1 Scope of Work

The Scope of work is the supply of 05(five) artificial narcotic scent kits as per specifications detailed at Clause 4 of the tender document.

2.2 Delivery Schedule

Delivery of the Scent Kits should be made at four locations and should be completed within 40 days from the date of award of contract. It shall be the responsibility of the tenderer to make arrangements for transportation of scent kits to given 04 locations. Any failure to fulfil the contractual obligations in timely manner would invite penal action as detailed in clause 6.3 and 6.4 of the tender document.

2.3 Locations for Supply

One Scent Kit is required at each of the following 03 locations/offices:

- i. Commissioner of Customs (P), Amritsar;
- ii. Principal Commissioner of Customs (Airport), Kolkata;
- iii. Commissioner of Customs, Tiruchirappalli;
- iv. Two Scent Kits are required at Airport Delhi

2.4 Terms of Delivery

- a) Any loss or damage to the equipment due to mishandling, transportation, till such time the equipment is delivered at the location shall be to tenderer's account.
- b) The tenderer shall be responsible to ensure the following:
 - i) Sound packing of the kits.
 - ii) Shipment of the kits, if being imported.
 - iii) Transit Insurance
 - iv) Custom clearance and handling of items at port of entry in India, in case of imported kits.
 - v) Forwarding and further transshipment of item up to the destined locations.
 - vi) Insurance for inland transportation.

2.5 Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

2.6 Amendments of Tender Enquiry Documents

- 2.6.1 Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuance of Addenda or Corrigenda. These can be downloaded from the website www.cbec.gov.in and <http://eprocure.gov.in>
- 2.6.2 All such amendments shall be binding on the tenderer. The tender Documents shall be deemed to be amended only by way of the amendments mentioned

above. Any other communication issued to the tenderers shall not be constructed as an amendment to the Tender Documents.

- 2.6.3 In order to give the prospective tenderer reasonable time to prepare their tenders as per the amendment, the Purchaser may, at its discretion extend the deadlines for the submission of tender and other allied time frames, which are linked with that deadline.

3. INSTRUCTIONS TO THE TENDERERS: TERMS AND CONDITIONS

3.1 Eligibility / Qualification Criteria:

- a) The Tenderer should be either reputed eligible manufacturer (Local as well as Global) of such kits, authorised distributors/dealers/contractors of such manufacturers.
- b) In case tenderer is a distributor/agent/dealer of the manufacturer, documentary evidence in support of its arrangement with the manufacturers must be enclosed.
- c) The tenderers, or the manufacturers of the artificial narcotics scent kits, in case tenderer is a distributor/agent/dealer of the manufacturer, should have supplied at least 20 such artificial scent kits in past 2 years to other govt. agencies in India or abroad. The tenderer must enclose sufficient documents in support of the claim made in this regard.
- d) Average annual turnover of the Tenderer should be at least Rs.10 lakhs during the last three financial years i.e. April 2014 to March 2017. Certified and published annual reports of the past three years are to be submitted along with the tender.
- e) Tenderer must enclose copy of its PAN number and GSTIN number, along with the tender Document.
- f) This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
- g) All relevant rules and regulations of Government of India will be final and applicable & binding on all applicants.

3.2 Tender Validity

- a) The tender shall remain valid for acceptance for a period of 90 days (Ninety days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b) In exceptional cases, the tenderer may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such request (s) and responses there to shall be conveyed in writing or by e-mail or fax followed by signed hard copy delivered by hand/post/courier. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- c) In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Purchaser, the

tender validity shall automatically be extended up to the next working day.

3.3 Tender Currency

The offered bid must be quoted in Indian rupees only. The price should be quoted both in figures and in words, in such a way that interpretation is not possible. Total price offered would be inclusive of all taxes. The purchaser shall not pay any additional charges except price offered.

3.4 Earnest Money Deposit (EMD)

- a) The earnest money is required to protect the Purchaser against the Tenderer's withdrawing or altering its bid during the validity period. Hence an EMD amount for **Rs.16,500/- (rupees Sixteen thousand five hundred only)** must accompany with the tender. EMD is required to be submitted at Directorate of Logistics, New Delhi by **10.10.2017 at 1300** hrs. Scanned copy of EMD is required to be uploaded along with Technical bid. Tenderers, who are currently registered and also will continue to remain registered during the tender validity period with Directorate General of Supplies and Disposal (DGS&D) or with National Small Industries Corporation (NSIC), New Delhi are exempted from payment of Earnest money. In case the tenderer falls in these categories; they should furnish certified copy of their registration with DGS&D or NSIC, for the goods as mentioned in the tender.
- b) The earnest money shall be furnished in the form of Bank Guarantee as per format given in ANNEXURE-C of this document.
- c) The earnest money shall be valid for a period of 45 days beyond the validity period of the tender.
- d) Unsuccessful tenderer's earnest money will be returned, without any interest, to them not later than 45 days after the expiry of the tender validity period. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- e) Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

3.5 Discrepancy in Prices

- a) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Purchaser feels that

the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- b) If there is an error in a total price, which has been worked out through addition and /or subtraction of subtotals, the subtotals shall prevail and the total corrected;
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 3.4(a) and 3.4(b) above.
- d) If, as per the judgement of the Purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered/speed post. If the tenderer does not agree to the observation of the Purchaser, the tender is liable to be ignored.

3.6 Taxes and Duties:

The successful tenderer shall be entirely responsible for payment of all government taxes, Customs and GST, license fees, etc, incurred until delivery of the stores to the Purchaser. No tax or duty will be payable by the purchaser.

3.7 Import and Transportation:

If Artificial Narcotics Scent Kits are required to be imported then all imports would have to be made by the tenderer. No duty exemption or concession shall be provided. Payment of Customs duty and all other charges incidental to imports shall be the responsibility of the Tenderer. Similarly, transportation of Scent Kits from the place of importation/ place of manufacture/place of storage to the specified locations of the Purchaser, as per clause 2.3 shall be the responsibility of the Tenderer.

3.8 Contract Price

- a) The Contract Price of the Scent Kits shall be the price of a Scent Kit chargeable for final delivery at the location of delivery. This price shall be firm and fixed and not subject to any variation except in cases where the rate of applicable taxes payable in India undergoes a change. These taxes shall be paid as per actuals. The contract price shall also include the cost of transportation, Insurance, Inspection & Survey charges, Test and trials, Delivery, Services of manufacturer's for two years warranty period.
- b) If Purchaser is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions, or other withholdings. Necessary certificate for the deductions so made will be issued by the Purchaser.

3.9 Payment Terms: -

- a) No advance payment shall be made.
- b) The payment shall be made in the Indian rupees.

- c) 90% of the payment, as per contracted price would be made on successful completion of supply of Scent Kits to four locations mentioned at Clause 2.3 above. Duly verified proof of delivery and receipt of scent kits at 4 specified locations by the Assistant Commissioner/Deputy Commissioner shall be furnished.
- d) Balance 10% of the payment shall be made on after 60 days from the date of completion of supply.

3.10 Alteration and Withdrawal of Tender

- a) The tenderer, after submitting its tender, is permitted to alter/modify its tender so long as such alternations/modifications are done within the deadline for online submission of tenders.
- b) No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

4 QUALITATIVE REQUIREMENT OF ARTIFICIAL NARCOTICS SCENT KITS:

- a) The Artificial Narcotics Scent Kits, hereinafter referred as Scent Kit should stimulate the olfactory system of dog with Pseudo scent in equal magnitude to that of original narcotic.
- b) The Scent Kit should be easy to carry, store and properly packed for prolonged use.
- c) The Scent Kit should have supply of scent vapour flow for minimum 100 hrs from the date put into use and having shelf life for minimum 12 months.
- d) One Scent Kit should contain complete scent profile of particular narcotic/precursor items such as Heroin, Cocaine, Amphetamine, Methamphetamine, MDMA, Ephedrine/ Pseudoephedrine, Ganja, Hashish/LSD/PCP, etc.
- e) The scent kit (Stimulate) should be non-hazardous.
- f) The Scent Kit should be certified by National or International accredited lab to confirm the stimulates authentication.

5. DOCUMENTS COMPRISING THE TENDER

The Tender shall be submitted online in two parts, First part will contain Technical Bid and second part will contain Price Bid.

- a) **Technical Bid** i.e. first part, shall, inter alia, contain the following:
 - i) Scanned Copy of Earnest Money **Rs.16,500/- (rupees sixteen thousand five hundred only)** or, documentary evidence for claiming exemption from payment of earnest money in accordance with clause 3.4 of this section
 - ii) Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender

is accepted. The documentary evidence needed to establish the tenderer's qualifications shall be:

- iii) In case the tenderer offers to supply scent kits, which are manufactured by some other firm, the tenderer should have been duly authorised by the goods manufacturer to quote for and supply the goods to the Purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect
- iv) In case the tenderer is not doing business in India, it is duly to be represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the tenderer.
- v) Documents and relevant details to establish that the artificial narcotic scent kits to be supplied by the tenderer conform to the requirement of the tender documents. These include documents such as technical literature, brochures, etc.
- vi) Power of Attorney of firm/ resolution of Board of Directors of company for person authorised to submit Tender Bid;
- vii) Power of Attorney of firm/ Authorization letter by the Manufacturer to Indian company/firm/representative to represent the Manufacturer in India;
- viii) Copies of documents defining constitution and legal status of the tenderer;
- ix) Documents indicating arrangements with the Manufacturer of the kit (if the Tenderer is not an Manufacturer itself);
- x) Copies of fax messages and letters sent and received during the Tender period;
- xi) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
- xii) Documentary proof to show that the tenderer has supplied 20 scent kits during the past two years in India or abroad;

b) Financial Bid

Price bid shall be as per proforma given in Annexure B of the Tender document. The rate offered for item should clearly be mentioned whether inclusive or exclusive of sale tax/GST or any tax if applicable.

Please Note-

- i) All the documents are required to be signed and stamped on every page by the authorized person.
- ii) The Tenderers may also enclose with their tenders, technical literature and documents other than requested in tender, as and if considered necessary by them.
- iii) Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.
- iv) A tender, who does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirements, shall be liable to be ignored and rejected.

- v) Tenders not submitted as above or tenders in which the financial bid is indicated in the technical proposal shall be treated as non-responsive and rejected.

6. SELECTION AND EVALUATION

6.1 Selection

- a) Technical proposals will be evaluated first and the financial bids of only such tenderers who qualify on technical criteria will be opened and evaluated.
- b) The contract would be awarded to the eligible tenderer whose financial bid is found to be the lowest.

6.2 Performance Security

- a) Within five days after the issue of notification of award by the Purchaser; the tenderer, shall furnish performance security to the Purchaser for an amount equal to 10% (Ten per cent) of the total value of the contract. This Security shall remain valid up to 90 days after the date of completion of supply.
- b) The Performance Security shall be in the form of Bank Guarantee issued by a commercial bank in India, in the prescribed form as provide in Annexure C of this document.
- c) If Tenderer fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the Purchaser as compensation and the Purchaser can invoke the said Performance Bank Guarantee.
- d) If any amendment is issued to the contract, the Supplier shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- e) Subject to sub-clause 6.2(d) above, the Purchaser will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations.

6.3 Delay in the Contractor's performance

- a) The Contractor shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in clause 2 of the tender and as incorporated in the contract.
- b) Subject to the Force Majeure conditions any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods render the contractor liable to any or all of the following sanctions:
 - i) Imposition of liquidated damages,
 - ii) Forfeiture of its performance security, and

- iii) Termination of the contract for default.
- c) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the goods, the Supplier shall promptly inform the Purchaser in the writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of its contractual obligations by issuing an amendment to the contract.
- d) When the period of delivery is extended due to unexcused delay by the Supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 - i. The Purchaser shall recover from the Supplier, liquidated damages on the goods, which the contractor has failed to deliver within the delivery period stipulated in the contract specified in clause 6.4
 - ii. That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - iii. But nevertheless, the Purchaser shall be entitled to the benefits of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- e) The Supplier shall not dispatch the goods after expiry of the delivery period. The Supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the Supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for supply and / or any other expense related to such supply shall lie against the Purchaser.

6.4 Liquidated damages

- a) Subject to conditions of Force Majeure, if the contractor fails to complete the supply of kits within the time fixed under the contract, the Purchaser shall without prejudice to any other rights and / or remedy as may be available to the Purchaser under the Contract, shall deduct from the

Contract price as an agreed Liquidated damages amount @ 1% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of value of balance supply.

- b) If the delay exceeds two months from the scheduled date of supply, the Purchaser shall have the right to terminate the contract at the risk and cost of the Supplier.
- c) The amount of Liquidated damages may be adjusted or set-off against and sum payable to the Supplier under this or any other contract with the Purchaser.

6.5 Termination for default

The Purchaser may, without prejudice to any other contractual rights and remedies available to it (the purchaser), by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the contractor fails to deliver any or all the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.

6.6 Force Majeure

- a) Notwithstanding the provisions contained in clauses 6.3, 6.4 and 6.5 of the tender, the Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- b) For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not brought about at the instance of the contractor claiming to be affected by such event or which if anticipated or foreseeable, could not be avoided or provided for and which has caused the non performance or delay in performance.
- c) If a Force Majeure situation arises, the contractor shall promptly notify the Purchaser in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- e) In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the

Supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

TECHNICAL BID

1. Name of the Tenderer:
2. Type of Business Entity: Proprietorship/Partnership/Company
3. Name & Address of the proprietor/partners/directors with website, email and Telephone No:
4. Whether Manufacturer of the Kit/ Authorized Distributor/Dealer/Agent of the Manufacturer?
(Please specify)
5. Name & Address of the Manufacturer of the Kit
6. Brand Name of the Kit
7. GSTIN Registration No.:
[Copy of proof to be attached]
8. Permanent Account Number:
[Copy of proof to be attached]
9. Name and details of other agencies to whom similar stores have been provided during last 2 years.
[Documentary proof to be attached]
10. Year wise Annual Turnover in past 3 years starting from April 2014 to March 2017.
[Copies of annual audited/certified reports to be attached]
11. Any other information the tenderer may like to furnish:

Important Note:

1. Please read carefully "Terms & Condition's before filling this form.
2. Directorate of Logistics reserves the right to accept or reject any application for Technical Bid for above work without assigning any reason whatsoever.

Declaration:

I hereby state that the information furnished above is full and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company/firm will be blacklisted and will not have dealing with the department in future.

[Signature to tender or authorized signatory with date & seal]

FINANCIAL BID

1. Name of the Organization/ firm:
2. Name of the proprietor/ partners with website/ Telephone No:
3. Address of the Proprietor/ partners:
4. Financial bid details:

Sl. No.	Detail of Cost	Unit Price of Kit	Taxes applicable, if any	Total Cost of one kit (in INR)
1	Cost of One Artificial narcotics Scent Kit			
2	Grand Total (Total price of One Kit x 5)			

Importance Note:

1. Please read carefully 'Terms & Conditions' before filling this form.
2. Directorate of Logistics reserves the right to accept or reject any application for Financial Bid for above work without assigning any reason whatsoever.

Declaration:

I hereby state that the information furnished above is full and correct to the best of my/ our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company / firm will be blacklisted and will not have dealing with the department in future.

[Signature to tender or authorized signatory with date & seal]

BANK GUARANTEE FORM FOR EMD

Whereas (hereinafter called the "Tenderer") has submitted its quotation dated for the supply of (hereinafter called the "tenderer") against the Purchaser's tender enquiry No. know all persons by these presents that we of (hereinafter called the "Bank") having our registered office at are bound upto (hereinafter called the "Purchaser") in the sum of for which payment will and truly to be made to the said Purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank thisday of20....

The conditions of this obligation are -

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

We hereby irrevocably and absolutely undertake to pay immediately the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will not that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Tenderer.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

CLAIM OF PAYMENT BY THE SUPPLIER

(To be typed and printed on the Supplier's official letterhead)

Date.....

The Commissioner
Directorate of Logistics
4th Floor, A Wing, Lok Nayak Bhavan
Khan Market
New Delhi - 110051

Sir/ Madam,

We claim the following amounts as per contract entered into pursuant to NIT and have enclosed necessary billing documents.

S.No.	Stage	Amount and currency	Payment	Billing documents enclosed

2. We certify that:

- a) the above payments are claimed strictly in terms of the contract and all our obligations under the contract for claiming them have been fulfilled;
- b) Of such taxes and duties claimed, if we get any refund from the tax authorities we will refund the same to you.

Yours sincerely,

(.....)
