

## FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT MUMBAI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MUMBAI OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MUMBAI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED).

### LETTER OF GUARANTEE

To,  
Registrar,  
Indian Institute of Technology, Bombay  
Powai, Mumbai – 400 076

IN ACCORDANCE WITH YOUR TENDER No: ..... dated.....for supply of ....., M/s. .... (hereinafter called the “Bidder”) having its Registered Office at ....., wish to participate in the said bid for the supply ..... as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. .... (Rupees.....) valid up to ..... (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

#### **During the validity of this Bank Guarantee :**

We, .....(Bank name) having its registered Office at ..... guarantee and undertake to pay immediately on first demand by ..... the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the IIT Bombay shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to .....(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

#### **Notwithstanding anything contained herein :**

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) .
2. This Bank Guarantee shall be valid up to .....(date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before ..... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,

Signature and seal of the guarantor:  
Name of Bank:  
Address:  
Date:

**Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.**

## **UNDERTAKING for BID SECURITY**

**(Rule 170 (iii) of GFR 2017)**

(To be issued by the bidder on company's letter in lieu of EMD)

To,  
The Registrar  
IIT Bombay  
Mumbai - 400076

We, M/s ..... (name of the firm) hereby undertake that :

- 1) We accept all the terms and conditions of the tender document.
- 2) We accept that, we will not modify our bid during the bid validity period, submit performance guarantee within the stipulated period and honour the contract after award of contract.
- 3) In the event of any modification to our bid by us or failure on our part to honour the contract after final award or failure to submit performance guarantee, our firm may be debarred from participation in any tender/contract notified by Indian Institute of Technology, Bombay for a period of one year.

Yours faithfully,  
(Signature with date and seal)

## FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MUMBAI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MUMBAI OR ANY SCHEDULED BANK SITUATED AT MUMBAI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

### LETTER OF GUARANTEE

To,  
Registrar,  
Indian Institute of Technology Bombay  
Powai, Mumbai – 400 076.

WHEREAS Indian Institute of Technology, Bombay (Buyer) have invited Tenders vide Tender No..... Dt. .... for purchase of ..... AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**The Registrar, Indian Institute of Technology Bombay**” in the form of Bank Guarantee for Rs ..... (**5% (five percent) of the purchase value**) and valid till **one years or upto warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology Bombay on demand and without protest or demur Rs ..... (Rupees .....).

This Bank further agrees that the decision of Indian Institute of Technology Bombay (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, ..... (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Bombay (Buyer).

#### Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. .... (Indian Rupees ..... only).
2. This Bank Guarantee shall be valid up to .....(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Bombay serve upon us a written claim or demand on or before.....(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at ..... situated at ..... (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

**Instruction to Bank:** Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

## Previous Supply Order Details

Name of the Firm \_\_\_\_\_

<b>Order placed by (Full address of Purchaser)</b>	<b>Order No. and Date</b>	<b>Description and quantity of ordered equipment</b>	<b>Value of Order</b>	<b>Date of completion of delivery as per contract</b>	<b>Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order &amp; those quoted to us</b>	<b>Has the Equipment being installed satisfactorily (Attach a Certificate from the Purchaser/ Consigner)</b>	<b>Contact Person along with Telephone No., Fax No. and e-mail address.</b>

**Signature and Seal of the Manufacturer / Bidder**

\_\_\_\_\_

**Place :** \_\_\_\_\_

**Date :** \_\_\_\_\_