



**NATIONAL INSTITUTE OF TECHNICAL TEACHERS'
TRAINING AND RESEARCH, KOLKATA**

Deemed to be University (de-novo) under the
Ministry of Education, Govt. of India
Block – FC, Sector – III, Salt Lake City, Kolkata – 700106
Website: <http://www.nitttrkol.ac.in>

EMPANELMENT OF MEDICINE SUPPLIER

Advt. No. 17/2024-25

Opening Date: 19/12/2024

National Institute of Technical Teachers' Training & Research (NITTTR), Kolkata invites tenders from the Medicine Suppliers having minimum turnover of Rs.30,00,000/(Rupees thirty Lakh) per annum during last three financial years for empanelment for the purpose of **providing medicines** to its employees and their dependent family members on credit basis. For complete tender details and to download tender form, visit NITTTR, Kolkata website www.nitttrkol.ac.in. Tender should be submitted to the Tender Box of the Institute. The last date of receipt of applications at NITTTR, Kolkata is **08-01-2025**.

Those who have applied against Advt. No. 10/2024-25 need not apply once again.

Sd/-

Director

NITTTR, Kolkata

Tender for Empanelment of Medicine Suppler at National Institute of Technical Teachers' Training and Research, Kolkata

TENDER DOCUMENT

FOR

EMPANELMENT OF MEDICINE SUPPLIER

National Institute of Technical Teachers' Training and Research, Kolkata
Sector-III, Salt Lake, Kolkata-700106, West Bengal

Tender for Empanelment of Medicine Supplier

at

National Institute of Technical Teachers' Training and Research, Kolkata

Estimated cost: ₹10,00,000/- (Rupees Ten lakhs only)

Client

Director

National Institute of Technical Teachers' Training and Research, Kolkata
Sector-III, Salt Lake, Kolkata-700106, West Bengal

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ABOUT THE INSTITUTE

National Institute of Technical Teachers' Training & Research (NITTTR), Kolkata was established in 1965 as Technical Teachers' Training Institute (TTTI), Calcutta established by the Department of Education, Government of India, a centrally funded autonomous institution. Recently, NITTTR, Kolkata has been declared as **Deemed to be University under distinct category** by the Ministry of Education, Government of India.

DETAILS OF SCOPE OF WORK OR SERVICE TO BE PERFORMED BY THE SUPPLIER

1. The Medicine Supplier will provide medicines to employees, and their dependent family members of NITTTR, Kolkata on credit basis on production of prescription prescribed by Part-time Medical Officer (PTMO), NITTTR, Kolkata or refereed specialist by PTMO.
2. The Medicine Supplier will provide all medicines prescribed by the Part-time Medical Officer, NITTTR, Kolkata on the same day as far as possible.
3. The Medicine Supplier will provide medicines of latest batch and the expiry date should not be less than six months from the date of supply.
4. The Medicine Supplier will generate bill showing name of the medicine, batch no., MRP and net cost of the medicine after allowing discount as agreed.
5. The Medicine Supplier will maintain sufficient stock of medicines all times to avoid inconvenience to the employees and their dependent family members.

ELIGIBILITY AND QUALIFICATION CRITERIA TO BE MET BY THE BIDDER:

1. Copies of valid drug license held by the bidder as on the date of Bid opening in specified forms [(Form 20 & 21) or (20-B 21-B)] and (21-C, if required) for various categories of medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders will ensure that their license remain valid till the end of the contract period.
2. Copy of Declaration of bidder as per *Annexure-I* has to be signed.
3. If the bidder is a Partnership concern, copy of the Partnership Deed duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney may be furnished. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any partner, the Tender and all other related documents must be signed by each partner of the firm.
4. Scanned copy of GSTIN allotment/ clearance certificate.
5. An undertaking stating that no case is pending/black listed against the 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.
6. Scanned copies of the audited balance sheets along with Chartered Accountant's Certificate for the last three financial years to establish the turnover of the bidder.

7. Tender must be unconditional; all documents must be self-attested.
8. Details of other organizations where similar contracts undertaken during last three years (enclose supporting documents) (*Annexure-II*).

CONTRACTUAL OBLIGATIONS:

1. The Medicine Supplier will provide medicines to employees, and their dependent family members of NITTTR, Kolkata on credit basis on production of prescription prescribed by Part-time Medical Officer, NITTTR, Kolkata and the same will be reimbursed by NITTTR, Kolkata to the Medicine Supplier on production of bill enclosing therewith cash memos of the medicines provided to the employees and their dependent family members.
2. The Medicine Supplier will provide medicines of latest batch and the expiry date should not be less than six months from the date of supply.
3. The Medicine Supplier will generate bill showing name of the medicine, batch no., MRP and net cost of the medicine after allowing discount as agreed. The Medicine Supplier will submit monthly bill attaching therewith cash memo and the prescription prescribed by the Part-time Medical Officer, NITTTR, Kolkata to Institute for verification and the Part-time Medical Officer will verify the bills and submit the same to Administration of NITTTR, Kolkata for payment.
4. The Medicine Supplier will record a certificate on the bill that the prices charged on the medicines are not more than the MRP printed on the strip/bottle etc. and the discount has been given as per agreement.
5. The Medicine Supplier will provide the medicines as prescribed by the Part-time Medical Officer, NITTTR, Kolkata and no short/part supply of medicines will be acceptable.
6. The Medicine Supplier will provide the medicines in original packing of manufacturer.
7. The Medicine Supplier will not provide substitute medicines unless it is permitted by Part-time Medical Officer of NITTTR, Kolkata in writing.
8. The Medicine Supplier will keep the medicines such as Insulin, Rabipur etc. in the refrigerator and will provide them on the recommendation of Part-time Medical Officer, NITTTR, Kolkata without breaking their cold-chain.
9. The Medicine Supplier will not provide cut strips and loose medicines without showing their batch number and expiry date.
10. The Medicine Supplier will provide all medicines prescribed by the Part-time Medical Officer, NITTTR, Kolkata on the same day as far as possible.
11. The Medicine Supplier will maintain sufficient stock of medicines all times to avoid inconvenience to the employees and their dependent family members.

NOTICE INVITING TENDERS AND SCHEDULE OF EVENTS

NOTICE INVITING TENDER

Tender for Empanelment of Medicine Suppliers
(Please read all Tender documents before filling Tender)

National Institute of Technical Teachers' Training & Research (NITTTR), Kolkata hereby invites tenders from the Medicine Suppliers having minimum turnover of Rs.30,00,000/(Rupees thirty Lakh) per annum during last three financial years for empanelment for the purpose of **providing medicines** to its employees and their dependent family members on credit basis through tendering. The Medicine Supplier should provide medicines to NITTTR, Kolkata employees and their dependent family members from his medicine counter/shop.

For complete tender details and to download tender form please visit NITTTR, Kolkata website www.nittrkol.ac.in . Tender should be submitted to the Tender Box of the Institute. The important date sheet is as given below:-

S. No.	Schedule of activities	Date & Time
1	Name of the work	Tender for Empanelment of Medicine Suppliers
2	Date of publication of advertisement in the Institute's webpage and social media.	19-12-2024
3.	Tender document download start date	19-12-2024
4.	Tender document download end date	08-01-2025
5.	Tender submission start date	19-12-2024
6.	Tender submission end date	08-01-2025
7.	Earnest Money Deposit (EMD)	₹30,000/- (₹Thirty thousand only) by Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks in favour of the Director, NITTTR, Kolkata payable at Kolkata. Tender without EMD shall be outright rejected. A model format of Bank Gurantee for furnishing EMD is enclosed in Annexure-III . Companies registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Departmental of Micro, Small and Medium Enterprises (MSME) are not required to submit EMD. They should submit the valid document in this regard as supporting paper.
8.	Contact persons (for any clarifications)	Shri Swarup Chand Bala Section Officer Grade II Ph: 03366251904 Email: scbala@nittrkol.ac.in
9.	Estimated turnover	₹10,00,000
Duly signed application form along with EMD & the requisite copies of in sealed envelope super scribing "Tender for Empanelment of Medicine Suppliers" should reach the " Director, NITTTR, Kolkata, Block-FC, Sector-III, Salt Lake, Kolkata-700106 " on or before the closing date.		

Notes:

- The price shall be filled up both in figures and in words. No overwriting or use of correction fluid shall be accepted. Any correction shall be legible and signed by the authorized signatory. In case the “figure” & “words” mismatches each other, the “word” will be taken into consideration.
- The Institute reserves the right to modify any terms and conditions before submission of the bids. Such changes will be put on the website at least three (3) days prior to the submission of bids.
- The Director, NITTTR, Kolkata reserves the right to accept the tender or reject any or all the tenders without assigning any reason thereof.

TERMS OF PAYMENT:

No advance payment will be made. Payment will be made on monthly basis after satisfactory supply of the medicine.

- i) The medicine supplier shall submit the pre-receipted bill (three copies) for every month. On the basis of certificates recorded by Part-time Medical Officer, payment of the bills will be made through E-payment mode/RTGS. The Medicine Supplier will furnish the name and address of Bank, Account Details, nature of Account, IFSC Code etc. for crediting the payment in the Bank Account of the Chemist. The payment is subject to TDS applicable as per Income Tax Act, 1961.
- ii) The payment of the bills presented will normally be arranged within 30 working days from the date of submission of the bill. However, the supplier shall make no claim from the Institute in respect of interest or damages in case the payment is delayed for any reasons.
- iii) In case of any complaint of non-fulfilment of any obligation under the contract, the Director, NITTTR, Kolkata reserves the right to deduct the payments due from the contractor from monthly bill (s),

GENERAL TERMS & CONDITIONS:

1. The Medicine Supplier should be in existence minimum for the last three years (Copies of license held during the last three years should be attached with the tender).
2. The Medicine Supplier must hold a valid License issued by Drug Controlling Authority of the State for sale of medicines as applicable under the Rules of Union and State.
3. The Medicine Supplier should possess PAN & GSTIN Nos. and also communication facilities such as telephone/mobile phone & e-mail etc. for the purpose of communication and availability of medicines at the shop.
4. The counter for supplying medicines should be easily accessible to the employees and their dependent family members.
5. The Medicine Supplier should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ bottle/ unit packed, in respect of all items of medicines to be provided under the Contract, the quoted offer will be on the MRP inclusive of all taxes and will remain firm and fixed for the entire duration of the contract.
6. The Medicine Supplier will not impose any condition or make any changes, additions, alternation and modifications in the Tender document except offering the maximum discount on MRP of the drugs and taxes, if any, in figures and words in the **Annexure-IV** of the tender document.
7. The award letter will be treated as cancelled if the successful Medicine Supplier fails to give his acceptance within seven days from the date of receipt of award letter or refuse/fails to provide medicines; the Earnest Money deposited by the Medicine Supplier with the Tender will be forfeited.
8. Successful Medicine Supplier will execute an Agreement on a Non-Judicial Stamp paper worth Rs. 100/- within seven days from the date of acceptance of award failing which the award letter will be treated as cancelled without making any reference to the Medicine Supplier. Copy of the draft agreement is enclosed as **Annexure-V**.
9. The Medicine Supplier will furnish Performance Security Money/ Performance Guarantee of ₹70,000/- (₹ Seventy thousand only) in the form of Bank Guarantee/FDR in the name of Director, NITTTR, Kolkata within 10 days from the date of issue of award letter of contract which should be valid for 15 months. Successful Medicine Supplier will deposit ₹70,000/- as Performance Security Money before execution of an Agreement for the due discharge of his obligations under the contract. The Bank Guarantee (format enclose as **Annexure-VI**) /FDR will be returned to the contractor after satisfactory completion of work during the contract period.
10. In the event of loss or damage, if any, sustained by NITTTR, Kolkata due to negligence on the part of the Medicine Supplier, the loss or damage sustained will be recovered from the Performance Security Money of the contractor. The Tender document will be made part of the Agreement to be executed on award of work.
11. The entire Tender form & documents must be signed by the Proprietor/ Owner/ Authorized Representative of the Medicine Supplier and also affixed seal

of the Firm on each and every page of the tender document. No power of attorney will be entertained except in the case of partnership firm.

12. It will be presumed that the Medicine Supplier has considered all terms and conditions of the Tender at the time of submitting the tender. No verbal or written inquiries will be entertained in respect of accepting or rejection of the Tender.
13. Any action on the part of the Medicine Supplier to influence any officer of NITTTR, Kolkata or canvassing in any form will make his tender liable to rejection.
14. If at the later stage, it is found that the documents and certificates submitted by the Medicine Supplier are forged or have been manipulated, the work awarded to the Medicine Supplier will be cancelled and EMD/Performance Security Money deposited by the Medicine Supplier will also be forfeited.
15. Tender will be valid for acceptance for a period of 90 days from the date of opening of tender and will be further extendable by another 30 days at the request of NITTTR, Kolkata.
16. The Director, NITTTR, Kolkata will reject the tender if he determines that the Medicine Supplier recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
17. In case of a tie, Director, NITTTR, Kolkata will reserve the right to empanel more than one Medicine Supplier for the convenience of the employees and their dependent family members.
18. The duration of the contract will be initially for a period of one year which can be extended on same terms & conditions or curtailed at the discretion of the Director, NITTTR, Kolkata.
19. The Earnest Money will be forfeited if the Medicine Supplier withdraws its tender during the period of validity of the tender or in case of successful Medicine Supplier, if the Medicine Supplier fails:
 - (I) To sign the contract in accordance with the terms and conditions of the tender:
 - (II) To furnish Performance Security as specified in the terms and conditions of the tender.
22. A person signing the Tender document or any documents related to tender forming part of the tender will be deemed that he has authority to sign the tender document and his acts will be binding on another person. If on enquiry, it appears that the person who has signed the tender document has no authority to do so, the NITTTR, Kolkata without prejudice to other Civil and Criminal remedies will cancel the contract and hold that signatory responsible for all costs arising thereof.
23. The successful Bidder's Earnest Money will be returned to the Bidder after executing the Contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money will be returned (without interest) within 30 days after the expiration of the period of tender offer validity prescribed by the NITTTR, Kolkata.

National Institute of Technical Teachers' Training and Research, Kolkata
Block-FC, Sector-III, Salt Lake, Kolkata-700106

EMPANELMENT OF MEDICINE SUPPLIER

Declaration by the Medicine Supplier:

From:

Complete address of the bidder with Phone/
Fax, Mobile No & E-mail Address.

Address of Medicine Counter/Shop from where medicines

Will be provided

To:

Director,
NITTTR, Kolkata
Kolkata

Dear Sir,

1. I / We hereby offer to supply medicines/drugs to NITTTR, Kolkata as indicated in the Bid notice, you may specify in the acceptance of Bid at the rate given in Price Bid attached and agree to hold this offer open till _____. I / we will be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of medicines/drugs required and my / our offer is to supply the medicines/drugs strictly in accordance with the requirements of CSIR-CEERI dispensary.
4. I / we agree to arrange supplies of standard quality medicines / drugs in accordance with the nomenclature, specifications and packages given in the local purchase indents.
5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.

6. My / our firm has not been convicted/blacklisted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

NAME

NAME

ADDRESS:

ADDRESS:

DATE: .../.../.....

Seal

ANNEXURE-II

Details of other organizations where similar contracts undertaken during last three years (enclose supporting documents).

Sl.No.	Name & Address of the organization, contact No	No. of beneficiaries	Period of contract	Whether Govt / semi Govt / Autonomous Bodies / PSUs / Industries etc. <u>(pl specify)</u>	Amount of contract	Reasons for termination (if currently not valid)
1.						
2.						
3.						
4.						
5.						

SIGNATURE OF WITNESS

NAME

ADDRESS:

DATE: .../.../.....

SIGNATURE OF BIDDER

NAME

ADDRESS:

Seal

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

WHEREAS(hereinafter called "the tenderer")has submitted their offer dated For the supply of (hereinafter called the "tender"..... against the purchaser's tender enquiry No.

KNOW ALL MEN by these presents that WE of having our registered office at Are bound unto (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 this Day of 2024.

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. If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b. Fails or refuses to accept / execute the contract.

WE undertake to pay 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 note 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 or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(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

ANNEXURE – IV

National Institute of Technical Teachers' Training and Research, Kolkata
Block-FC, Sector-III, Salt Lake, Kolkata-700106

APPLICATION LETTER

To
The Director
National Institute of Technical Teachers' Training and Research, Kolkata
Block-FC, Sector-III, Salt Lake, Kolkata-700 106

Sub: Tender for Empanelment of Medicine Suppler at NITTTR, Kolkata.

Dear Sir,

In response to your Notice Inviting Tender (NIT) No. _____ for the above mentioned subject, I/We hereby offer to provide the medicines/drugs to NITTTR, Kolkata employees and their dependent family members on credit basis at the following discounted price on all items of medicines/drugs:

Uniform Discount on the Printed MRP (Maximum Retail Price) including GST	
a) Percentage discount (in figures)	:
b) Percentage discount (in words)	:

I also undertake to give above quoted discount on all the items of medicines/drugs at Printed MRP on the strips/bottle, injection etc.

I also undertake to provide the medicines in time and no “substitute medicines” will be supplied.

Details of company profile is given as Annexure to this application.

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director that holds power
of Attorney on behalf of firm

Name of Firm: _____

Copy of the Power of Attorney to be submitted which will be compared with the original in case the tender is awarded)

(NOTE:- No cutting/overwriting & correction through whitener is allowed in this page.)

Annexure to the application

In response to your Notice Inviting Tender (NIT) for the above mentioned contract, I/We, a Company/Partnership/Sole Proprietor submit the tender with following particulars:

Sl. No.	Description	Particulars
	(Full Name of the Firm)	
1	Constitution & Nature of Firm (State whether sole proprietor/partnership firm/limited company)	
2	Year of Establishment	
3	Registration Number under applicable act with a copy of registration certificate	
4	Registered Postal Address	
5	Telephone No. Fax No. Mobile No.	
6	Address of Branches	
7	Name and address of Directors, in case of Company Name and address of Sole proprietor Name and address of partners; in case of partnership firm	
8	(a) Name of Bankers & Branch with full address (b) Style of Account & Number (c) Name(s) of person(s) operating the account (enclose banker's certificate)	
9	PF Code allotted by the jurisdictional PF Commissioner with photo copy of certificate	
10.	Total cost (including wages of staff, overhead charges and other taxes	

Having acquired the requisite information related to the subject work after and examining the form of contract, nature of work as effecting the tender invited by National Institute of Technical Teachers' Training and Research, Kolkata, I/We, the undersigned hereby offer for providing the service as indicated in the Tender Document to supply medicine on credit basis with the terms and conditions as indicated by you in the said documents. I/We confirm that adequate number of medicine shop/counter is available with me/us.

We also agree to submit the bill on monthly basis. I/We also agree for the compliance of applicable Rules and other Laws in force and other Govt. orders. I/We will always keep NITTTR, Kolkata indemnified of any claim/damages that NITTTR, Kolkata have to pay with respect to the service of any workers to NITTTR, Kolkata.

I/We fully understand that NITTTR, Kolkata reserves the right to reject any or all the quotations or to reject the lowest quotations without assigning any reasons and that NITTTR, Kolkata further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

I/We further pay and have enclosed Earnest Money amounting to ₹30,000/- (Rupees Thirty thousand only) in the form of Demand Draft from a Nationalized / Scheduled Bank only drawn in favour of Director, NITTTR, Kolkata payable at Kolkata, along with the Bid which will remain with NITTTR, Kolkata up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder shall be adjusted against the security deposit.

Thanking you,

Yours faithfully,

(Name) Signature Signed as proprietor/partner/Director that holds power of Attorney on behalf of firm

Name of Firm

Address

(To be made on Rs.100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT

This Agreement is made on _____ day of _____ Two thousand Twenty Two between National Institute of Technical Teachers' Training and Research, Kolkata, as one part, hereinafter called NITTTR, Kolkata and M/s _____ Agency for **supplier medicine to the employees and dependent family members of NITTTR, Kolkata** on the other part.

Whereas NITTTR, Kolkata is desirous to engage the Agency for providing for supplying medicine to the employees and their dependent family members of the Institute (as explained in Annexure II of the Tender Document, a signed copy of which is attached herewith), on the terms and conditions stated below:

1. The Medicine Supplier will provide medicines to employees, and their dependent family members of NITTTR, Kolkata on credit basis on production of prescription prescribed by Part-time Medical Officer, NITTTR, Kolkata and the same will be reimbursed by NITTTR, Kolkata to the Medicine Supplier on production of bill enclosing therewith cash memos of the medicines provided to the employees and their dependent family members.
2. The Medicine Supplier will provide medicines of latest batch and the expiry date should not be less than six months from the date of supply.
3. The Medicine Supplier will generate bill showing name of the medicine, batch no., MRP and net cost of the medicine after allowing discount as agreed. The Medicine Supplier will submit monthly bill attaching therewith cash memo and the prescription prescribed by the Part-time Medical Officer, NITTTR, Kolkata to Institute for verification and the Part-time Medical Officer will verify the bills and submit the same to Administration of NITTTR, Kolkata for payment.
4. The Medicine Supplier will record a certificate on the bill that the prices charged on the medicines are not more than the MRP printed on the strip/bottle etc. and the discount has been given as per agreement.
5. The Medicine Supplier will provide the medicines as prescribed by the Part-time Medical Officer, NITTTR, Kolkata and no short/part supply of medicines will be acceptable.
6. The Medicine Supplier will provide the medicines in original packing of manufacturer.
7. The Medicine Supplier will not provide substitute medicines unless it is permitted by Part-time Medical Officer of NITTTR, Kolkata in writing.

8. The Medicine Supplier will keep the medicines such as Insulin, Rabipur etc. in the refrigerator and will provide them on the recommendation of Part-time Medical Officer, NITTTR, Kolkata without breaking their cold-chain.
9. The Medicine Supplier will not provide cut strips and loose medicines without showing their batch number and expiry date.
10. The Medicine Supplier will provide all medicines prescribed by the Part-time Medical Officer, NITTTR, Kolkata on the same day as far as possible.
11. The Medicine Supplier will maintain sufficient stock of medicines all times to avoid inconvenience to the employees and their dependent family members.
12. The agency also agrees to comply with **annexed Terms and Conditions** and amendments thereto from time to time.
13. Decision of NITTTR, Kolkata in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.
14. In case of any dispute between the Agency and NITTTR, Kolkata shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Kolkata.
15. IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Kolkata in the presence of the witness:

National Institute of Technical Teachers' Training and Research, Kolkata

Witness: 1.
2.

AGENCY

Witness: 1.
2.

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The Director,
NITTTR, Kolkata

WHEREAS

.....
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby, affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, .

(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

