



Ref. No. NITJ/PUR/EO/315/12-Part-II/e-Tender No.44/2020

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Assistant Registrar

Dr. B. R Ambedkar NIT Jalandhar

Email: [arpurchase@nitj.ac.in](mailto:arpurchase@nitj.ac.in)



**Dr B R AMBEDKAR NATIONAL INSTITUTE OF TECHNOLOGY**

**G T Road By Pass, Jalandhar-144011, Punjab (India)**

EPABX-0181-2690301 & 453 website: [www.nitj.ac.in](http://www.nitj.ac.in) email: [registrar@nitj.ac.in](mailto:registrar@nitj.ac.in)

**THIS DOCUMENT IS FOR REFERENCE ONLY. ONLY E-TENDERS WILL BE ACCEPTED**

**e-TENDER NOTICE – NITJ/PUR/EO/315/12-Part-II/e-Tender No. 44/2020**

National Institute of Technology, Jalandhar invites e-tender for Work of Disinfection and Cleaning of Storage Tanks, Overhead Water Tanks and Water Coolers in Single Bid System for the Institute as per detail available at Annexure-I along with Tender Fee & EMD as per detail available at Annexure-I of the Institute as per details given below:

I	Downloading & Submission of Online e-tender/bids	Start Date: 22.09.2020 at 11:00 AM
II	Last date of submission of online bids	End Date: 13.10.2020 upto 11:00 AM
III	Physical submission of Tender Fee and EMD	End Date: 14.10.2020 upto 11:00 AM
IV	<b>Opening of e-Bid (online)</b>	<b>14.10.2020 at 11:00 AM</b>

Detailed Terms and Conditions are available in e-tender document. The bid document can be downloaded from the [CPP Portal](#).

Complete tender document is available for reference purposes on Institute website [www.nitj.ac.in](http://www.nitj.ac.in) and [CPP Portal](#). Only e-tenders will be accepted.

**Registrar**



**Ref. No. NITJ/PUR/EO/315/12-Part-II/e-Tender No.44/2020**

**Disinfection and Cleaning of Water Tanks, Overhead tanks and Water Coolers of ,  
Tender Fee & EMD are as under:**

<b>Sr. no.</b>	<b>Description of Work</b>	<b>Qty.</b>	<b>Tender Fee</b>	<b>EMD</b>
1.	Disinfection and Cleaning of Storage Tanks, Overhead Water Tanks and Water Coolers	As mentioned in the annexure-I	Rs. 500/-	Rs.17,500/-

**Note: The quantity of Tanks /Overhead Tanks, Water Coolers may vary as per requirement.**

**\*Exemption of Tender fee & EMD will only be given to MSME/NSIC registered bidders.**



**Important Note**

1. All corrigenda, addenda, amendments and clarifications regarding this tender document will be uploaded on the website [www.nitj.ac.in](http://www.nitj.ac.in) and CPP Portal and not in the newspaper; Bidders shall keep themselves updated with all such developments.
  2. In case, the last date of receipt/opening of bids falls on holiday, the bids shall be receipt/opened on the next working day at same time.
  3. In case, the last date of submission of EMD & Tender fee falls on holiday, the EMD & Tender fee shall be submitted on the next working day at same time.
  4. Tenderer who have downloaded the tender document form from the institute website, shall submit a declaration along with tender document that I/We have downloaded the Tender Form from the institute website [www.nitj.ac.in](http://www.nitj.ac.in) and I/we have not tempered /modified the tender form in any manner. In case, if the same is found to be tempered/modified in any manner, I/we understand that my/our tender will be summarily rejected and I/we are liable to be banned from doing business with institute.
  5. **Tender fee of Rs.500/- (Non- refundable) in the form of DD in favour of Director, D R B R Ambedkar NIT, Jalandhar.**
  6. **EMD (refundable) in the form of DD in favour of Security- A/c, DR B R Ambedkar NIT, Jalandhar.**
  7. **Both EMD and Tender fee are be submitted as per dates mentioned in schedule, failing which e-bids will not considered.**
- ❖ **All the bidders are required to submit the Tender Fee and EMD as per requirement of tender document failing which bids received straightway rejected and bid will be treated invalid.**
  - ❖ **Note: If the bidder inadvertently or otherwise upload the quoted rates in the technical bid, the bid will be straightway rejected and treated invalid.**
  - ❖ **If the bidder is exempted for payment of Tender Fee and EMD as NSIC/MSME registered bidders, then bidder is required to submit NSIC/MSME exemption certificate for same. The Certificate must be valid as on last date of submission of bid.**

**Tenderer must submit a scanned copy (duly signed and stamped) regarding terms & conditions as per our tender documents along-with, specifications, as per required work in the bid for examine the bid as per our institute tender documents.**



**Instructions to Tenderer**

1. No tender will be accepted in physical form. The bidders shall have to submit their bids online in Electronic Format under Digital Signatures. For participation in the e-tendering process, the bidders need to register themselves on CPP Portal.
2. Bids are to be submitted online and opened online as per time given failing which no tender will be considered..
3. Bids will be opened online as per time given schedule.
4. **Before submission of online bids, bidders must ensure that scanned copies of all the necessary/relevant documents have been uploaded with the bid which should be duly signed and stamped. The duly signed and stamped copies of Terms & Conditions of the tender, reply of the Questionnaire of Plant & Machinery and other documents of the Tender & Annexures must be uploaded, failing which their bids may be rejected.**
5. NIT JALANDHAR, will not be responsible for any delay in online submission of bids due to any reason whatsoever.
6. **Bidders should also upload the scanned copies of Tender fees/EMD/Exemption Certificate as specified in the tender documents along with online technical documents. EMD in the form of a Demand Draft in favour of the Security – A/c, Dr B R Ambedkar NIT, payable at Jalandhar (refundable separate) and Tender Fee in the form of a Demand Draft in favour of the Director, Dr B R Ambedkar NIT, payable at Jalandhar (Non- refundable separate) should also be submitted in physical form to the following address as per scheduled time given for physical submission of EMD and Tender fee. The Envelope should be super-scribed as EMD and Tender Fee for Tender for Work of Disinfection and Cleaning of Storage Tanks, Overhead Water Tanks and Water Coolers in Institute Campus and sent to following address:-**  
  
**Kind Attention- Assistant Registrar (Purchase Section)  
Director,  
Dr B R Ambedkar National Institute of Technology,  
G T Road Amritsar By Pass, Jalandhar-144001, Punjab (India).**
7. The details of EMD specified in the tender document should be same as submitted online (scanned copies). Otherwise tender will be rejected summarily.
8. The conditional bids shall not be considered and will be out rightly rejected.

**Read and Accepted**

**(Signature & Stamp of Tenderer)**



9. At any time prior to the deadline for submission of bid, the institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by issuance of an amendment.
10. The amendment will be uploaded on Institute website and CPP Portal only. In order to provide reasonable time to prospective tenderer(s), for preparing their bid as per amendment, the institute may, at its discretion extend the deadline for the submission of tender.
11. The Institute is not liable to pay any interest on EMD. Earnest money deposit shall be forfeited, if the tenderer, withdraws its bid during the period of tender validity. The Earnest money deposit of the tenderer, whose tender has been accepted, will be returned on the submission of Rs. 44,000/- towards **performance security. The performance security will be kept till the completion award of contract for the period of two years and satisfactory completion of the work.** Earnest money deposit of the successful tenderer shall be forfeited, if it refuses or neglects to execute the contract or fails to furnish the required performance security within the time frame as specified by the institute. The EMD(s) of other Bidder(s) whose offer are found according to required work specifications will be released after finalization of Tender.
12. The Format of Performance Bank Guarantee bond or Performance Bank Guarantee issued by the bank as per the format given in **Annexure “B” & “C”**.
13. Delivery time is the essence of the contract and must be met with.
14. Nearest specifications/better specifications can be considered. In case of deviation, complete justification should be furnished with proper documents.
15. The Director may accept a tender in part or whole of the quantity offered, reject any tender without assigning any reasons and may not accept the lowest bidder. Further in case of any doubt/dispute, the decision of the Director of the Institute shall be final.
16. The offer shall be kept valid for minimum 120 days.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**TECHNICAL BID/Terms & Conditions**

**1. Eligibility Criteria:**

**(The bidder must fulfill the following eligibility criteria and should submit the following document with their technical bids failing which their bid shall be regretted out rightly)**

- (i) The bidders should have successfully carried out at least three similar works amounting to not less than 40% or two similar works amounting to not less than 50% or one similar work amounting to not less than 80% of the TENDERED cost in any Govt. Organisations/ PSUs/Govt. Funded Educational Institutes during last three financial years. The bidders should submit the related completion certificates in support of above works issued by the respective departments.
  - (ii) The bidder should also have valid PAN & GST Number.
  - (iii) The Earnest Money Deposit (EMD) amounting to Rs.17,500 /- (Rupees Seventeen Thousand Five Hundred only) as demand draft or pay order of a schedule bank and drawn in favour of **Security – A/c, Dr B R Ambedkar NIT, payable at Jalandhar (refundable)** should accompany the tender.
2. The rates for the above work shall be valid for two years and during this the work to be completed four times (i.e after every Six months). The date of commencement shall be reckoned from the 7<sup>th</sup> day of issue of award letter. It is to be noted that for one time completion, work is to be completed within 4 days i.e. two days each at both the campuses, first day the underground tank and subsequent day the overhead tanks to avoid any water problem in the office (The work would not be allowed to complete in one day). Preferably the work would be carried out on Saturday and Sunday or in the working day as per direction of the Engineer-in-charge.
  3. Tender submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work, validity beyond 120 days from the date of opening shall be by mutual consent.
  4. Before tendering, the bidder shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality etc., conditions affecting accommodations and movement of labour & material, No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
  5. Earnest money will be forfeited if the contractor fails to commence the work as per letter of award and he shall not be eligible for any claim.
  6. The tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders.

**Read and Accepted.**

**(Signature and Stamped of Tenderer)**



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7. The contractor shall indemnify Dr. B R Ambedkar NIT, Jalandhar for his direct/indirect acts cause loss in any form to the Institute.
8. No material will be issued by the department. Contractor has to arrange all materials and tools & plants (T&P) required for execution & satisfactory completion of this work at his own cost. Apparatus and equipment required for tank cleaning shall be shown by the agency to constituted committee for this purpose before execution of work at site.
9. The issues not covered by the Tender will be governed by the clauses in conditions of contract for works. The work shall be strictly carried out as per the latest CPWD specifications of work for each item & as per the entire satisfaction of Engineer-in-charge.
10. The Contractor should confirm any ambiguity and discrepancy related to the work and tender before submitting the tender document in writing.
11. Payment: Payment after satisfactory completion of work shall be made through:
  - i. Bank account no. Branch name & complete address of the bank
  - ii. 11 digit IFSC (Indian Financial System Code) of the bank.
  - iii. 9 digit MICR (Magnetic INK Characters Recognition) Code of the bank
  - iv. PAN No & GST No. in name of the firm.
  - v. Phone no. / Mobile no./ e-mail address.
12. In the event of withdrawal or discontinuance of any work /works and consequently Reducing the demand the contractor shall not be entitled to any compensation.
13. The time and date of completion of work stipulated in the order shall be deemed to be the essence of the contract and if the contractor fail to complete the work within the period prescribed for such stipulated in the supply order the delayed work will be subject to penalty as laid down in the supply order which will be recovered from the pending payments.
  - (a) No recovery of penalty will be made if the delayed work is acceptable by extending the work period by the Director.
  - (a) Director will allow extension on the request of the supplier by recording in writing that in exceptional circumstances the work was beyond the control of the contractor and there was no loss to the institute.
  - (b) Director, NIT Jalandhar reserves the right to impose 0.5% (Half) per cent penalty per week on account of delay in service/work, if services/works completed after expiry of service period. .

**Read and Accepted.**

**(Signature and Stamped of Tenderer)**





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14. Contractor shall acknowledge that he has made himself fully acquainted with the conditions and circumstances under which the work is required and not plead ignorance of any of the excuse in case of complaint or rejection of work tendered by him or with a view either to ask for enhancement of any rates agreed to in the contract or avoiding any of his obligations under the contract.
15. No payments will be made in advance for any supplies under this contract.
- (i) The contractor shall not
- (a) Assign or sublet the contract without written approval of the officer sanctioning the contract.
- (b) Disclose details of the conditions governing the contract to unauthorized person.
- (ii) In the event of contractor failing to fulfill or committing breach of any of the terms and conditions of the contract or repeatedly work order liable to rejection ,or failing ,declining ,neglecting or delaying to company with demand or requisition or otherwise not executing the same in accordance with the terms of the contract ,or if the contractor or his agent or servant is found guilty of fraud in respect of the contract ,of any other contract entered into by the contractor or any of his partners or representative is found promising or offering any bribes gratuity, gift loan perquisite reward or advantage pecuniary or other wise to any person in the employment become insolvent or apply for relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his /their creditors or attends to domain so then without prejudice to institute right and remedies otherwise ,Institute shall be entitled to terminate the contract forthwith ,forfeit the security and to blacklist the contractor.
16. If the price of contracted article/work controlled by the Govt. the payment will in no case be higher than the controlled rate.
17. The Contractors workmen or employees shall under no circumstances be deemed to be the NITJ's employee and the Contractor shall hold himself responsible for any claim or claims which they or their heirs dependents or representatives may have to make for damages on compensation for anything done or committed to be done in the course of carrying out the work covered by this work order whether arising on work site or elsewhere and agrees to indemnify NITJ against all any such claim or claims made against NITJ and all cost as between attorney and Director NIT Jalandhar or proceedings, suit or action which Director may incur or sustain in respect of the same. The Contractor shall also be responsible for compliance of existing laws in respect of his workmen and employees.
18. Contractor shall protect, indemnify and keep NIT Jalandhar or their authorized representatives absolved at all times from and against any and all liability for payment of the amount or any lien claimed by the party in connection with this work order. In case Contractor fails to pay or otherwise discharge such lien or claim thereof Director NIT Jalandhar shall have the right to deduct or retain sum necessary to discharge such lien, or claim out of any payment due or to become due from NIT Jalandhar to the Contractor.

**Read and Accepted.**

**(Signature and Stamped of Tenderer)**



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19. . **Legal Obligations:** Service Provider will solely accountable before the authorities under Statutory/Acts/Laws. The Service Provider will indemnify NIT Jalandhar for all legal obligations of its manpower deployed for work order. NIT Jalandhar shall stand absolved of any liability on account of death or injury sustained by the Service provider staff during the performance of his/her duties and also for any damaged or compensation due to any dispute, arising out of any reason.
20. The Contractor shall not sublet or assign this order/ contract or any part thereof without the written permission of the Director NIT Jalandhar. In the event of the Contractor"s sub-letting or assigning this order/ contract or any part thereof without such permission the Director NIT Jalandhar shall be entitled to cancel the order/ contract and to complete the work on the Contractor"s account and risk and the Contractor shall be liable for any loss or damage which the NIT Jalandhar may sustain in consequence of or arising out of such work.
21. **Termination of contract:** The Director NIT Jalandhar reserves the right to terminate the work order during initial period or any time after giving one month notice to Service Provider.
22. The Institute is not liable to pay any interest on EMD. Earnest money deposit shall be forfeited, if the service provider withdraws its bid during the period of tender validity. The Earnest money deposit of the service provider, whose tender has been accepted, will be returned on the expiry of the work order period and EMD will be retained till the period of work order. Earnest money deposit of the successful service provider shall be forfeited, if it refuses or neglects to execute the work order or fails to complete any terms and conditions of the clauses of the tender documents. The EMD(s) of other Bidder(s) whom offer will not found according to required specification/lowest will be released after finalization of pre-qualification/Technical Bids/lowest Bid/Purchase.
23. The tenderer should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s) attached with the **tender as per Annexure-D.**

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**ARBITRATION:**

In case of any dispute or difference arising out in connection with the tender conditions/job order/Contract, the Institute and the Seller/Service Provider will address the dispute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jalandhar only. The decision of the Arbitrator shall be final and binding on both the parties.

**JURISDICTION:**

The courts at Jalandhar alone will have the jurisdiction to trial any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Jalandhar Court shall have jurisdiction in the matter.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



**Acceptance**

We \_\_\_\_\_ read and accept the instructions to the tenderer, terms & conditions and all other documents as mentioned in the tender and shall Comply with them strictly.

Name of Bidder \_\_\_\_\_

Signature

Address \_\_\_\_\_

Seal of firm:

\_\_\_\_\_

\_\_\_\_\_

Date:



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**PROFORMA FOR PERFORMANCE STATEMENT**  
**(For the Period of last 3 years)**

e-Tender Notice - NITJ/PUR/EO/315/12-Part-II/e-Tender No. 44/2020						
Sr.No.	Order (full placed address of purchaser)	Order No. & dated	Description	Value of Order	Date of Completion / delivery	Has the Equipment/Work been satisfactory Commissioned/ Done



**Details of work to be done**

**Description of Cleaning of Water Tanks**

<b>S. No.</b>	<b>Type</b>	<b>Capacity</b>	<b>Qty.</b>
1.	P.V.C.	5000 Ltr.	33
2.	P.V.C.	3000 Ltr.	13
3.	P.V.C.	2000 Ltr.	24
4.	P.V.C.	1000 Ltr.	55
5.	P.V.C.	500 Ltr.	147
6.	P.V.C.	250 Ltr.	06
7.	P.V.C.	200 Ltr.	03
8.	R.C.C.	500 Ltr.	284
9.	R.C.C.	1500 Ltr.	02
10.	R.C.C. Greater	1500-10,000 Ltr.	30
11.	R.C.C.-OHT	4,11,000 Ltr.	01
12.	R.C.C.-OHT	6,00,000 Ltr.	01
13.	R.C.C.-Sump Well	4,67,000 Ltr.	01
14.	R.C.C.-Sump Well	3,84,000 Ltr.	01
15.	R.C.C.-Sump Well	2,37,800 Ltr.	01
16.	R.C.C.	75000 Ltr.	06
17.	R.C.C.	25000 Ltr.	01
18.	R.C.C.	5000 to 10000 Ltr.	16
19.	R.C.C. - Tank	29400 Ltr.	01
20.	Water Cooler	Water Cooler	151



**FORMAT FOR PERFORMANCE BOND/GUARANTEE**

**(Undertaking from the supplier on a Non Judicial Stamp Paper of requisite duly attested by Notary)**  
**In consideration for “The Registrar, National Institute of Technology Jalandhar (hereinafter called NIT Jalandhar) having agreed to release the payment of net value as per terms and conditions of a concluded Order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called ‘the order’) for supply of \_\_\_\_\_ (here in after called ‘the Equipment /Item )to us Messrs \_\_\_\_\_ (hereinafter called ‘the supplier’) on submission of a Performance Bond to the satisfaction of NIT Jalandhar for the due performance of the said order**  
We, Messers \_\_\_\_\_ hereby submit the FDR/TDR No \_\_\_\_\_

issued by \_\_\_\_\_ (Name of Bank) for \_\_\_\_\_ pledged in favour of Registrar, NIT Jalandhar as performance guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by NIT Jalandhar by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of NIT Jalandhar in terms of the order.

We, the supplier, do hereby authorize Registrar, NIT Jalandhar to forfeit this Performance Guarantee amount / undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the NIT Jalandhar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NIT Jalandhar by reason of any breach by us of any of the terms and conditions contained in the said order or by reason of our failure or omission or negligence to perform the said order or any part thereof. We, the Supplier, undertake to pay to NIT Jalandhar any amount so demanded by NIT Jalandhar, notwithstanding:

- a) Any dispute or difference between NIT Jalandhar and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto; or
- b) The invalidity, irregularity or unenforceability of the order; or
- c) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of NIT Jalandhar to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Supplier, further agree that the performance Bond/ Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the NIT Jalandhar under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, NIT Jalandhar certifies that terms and conditions of the said order have been fully and promptly carried out by us and accordingly discharges this Performance Bond/ Guarantee.

We, the Supplier, further agree with NIT Jalandhar, that NIT Jalandhar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the NIT Jalandhar against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of NIT Jalandhar or any indulgence by NIT Jalandhar to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Performance Bond/Guarantee will not be discharged due to the change in the constitution of the supplier. We, the Supplier, undertake not to revoke this Performance Bond / Guarantee except with the prior consent of NIT Jalandhar in writing.

The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the order.



**FORMAT FOR PERFORMANCE BOND (BANK GUARANTEE)**

In consideration for the Registrar, National Institute of Technology Jalandhar, (*hereinafter called NIT Jalandhar*) having agreed to release the payment of net value as per terms and conditions of a concluded Order No. \_\_\_\_\_ dated \_\_\_\_\_ (*hereinafter called ‘the order’*) for supply of \_\_\_\_\_ (*hereinafter called ‘the Equipment /Item’*) to Messrs \_\_\_\_\_ (*hereinafter called ‘the supplier’*) on submission of a Bank Guarantee to the satisfaction of NIT Jalandhar for the due performance of the said order.

We, \_\_\_\_\_ (*hereinafter called ‘the Bank’*) at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by NIT Jalandhar by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of NIT Jalandhar in terms of the order.

We, the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from NIT Jalandhar stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NIT Jalandhar by reason of any breach by the said supplier of any of the terms and conditions contained in a said order or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

We, the Bank, undertake to pay to NIT Jalandhar any amount so demanded by NIT Jalandhar, notwithstanding a). Any dispute and difference between NIT Jalandhar and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or

a). The invalidity, irregularity or unenforceability of the order or

b). Any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of NIT Jalandhar to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the guarantee herein contained shall continue and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of NIT Jalandhar under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Registrar, NIT Jalandhar confirms that the terms and conditions of the said order have been fully and promptly carried out by the said supplier and accordingly discharge this guarantee.

We, the Bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of NIT Jalandhar, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise. We, the Bank, will not counter claim or set off against its liabilities to NIT Jalandhar hereunder any sum outstanding to the credit of NIT Jalandhar with it.

We, the Bank, further agree with NIT Jalandhar, that NIT Jalandhar shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the NIT Jalandhar against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of NIT Jalandhar or any indulgence by NIT Jalandhar to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in constitution of the Bank or the supplier.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of NIT Jalandhar in writing.

The disputes relating to this Bank Guarantee shall be resolved as per the terms and conditions of the order.





**DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER**

**Self Attested**

I / We \_\_\_\_\_ (Tenderer) hereby declare that the firm / agency namely M/s. \_\_\_\_\_ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We \_\_\_\_\_ (Tenderer) hereby declare that the Firm / agency namely M/s. \_\_\_\_\_ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by Director, NIT Jalandhar, and EMD / SD shall be forfeited.

DEPONENT

**Attested:**

**(Stamp of Company with authorized sign)**

Name \_\_\_\_\_

Address \_\_\_\_\_