



**Ref. e-Tender Notice No. NITJ/PUR/CC/30/2020**

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**Assistant Registrar**

**Dr. B. R Ambedkar NIT Jalandhar**

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



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

**e-TENDER NOTICE NO. NITJ/PUR/CC/30/2020**

National Institute of Technology, Jalandhar invites e-tender for Providing of Internet Lease Line (ILL) as per detail available at [Annexure-I](#) along with Tender Fee & EMD required in the Institute as per details given below:

I	Downloading & Submission of Online e-tender/bids	Start Date: 05.08.2020 at 11:00 AM
II	Last date of submission of online bids	End Date: 20.08.2020 upto 11:00 AM
III	Physical submission of Tender Fee and EMD	End Date: 21.08.2020 upto 11:00 AM
IV	<b>Opening of Technical e-Bid (online)</b>	<b>21.08.2020 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**



**Annexure-I**

**Ref. e-Tender Notice No. NITJ/PUR/CC/30/2020**

**Detail of Internet Lease Line (ILL), Tender Fee & EMD are as under:**

<b>Sr. No.</b>	<b>Item/Equipment/Services</b>	<b>Tender Fee</b>	<b>EMD</b>
1.	Providing of Internet Lease Line (ILL)	Rs. 500/-	Rs.40,000/-

**\*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, DR 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 make/model, specifications, bill of quantity as per required equipment in the technical bid for examine the bid as per our institute tender documents. It is noted that no rate should be depicted in the letter head.**



**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 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 for each category) 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 for each category) 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 Providing of Internet Lease Line (ILL) 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. The Financial Bid through e-tendering process shall be opened of only those bidders, who will qualify in the technical bid and approved by the Purchase Committee/Technical Experts. The date, time & place of opening of the financial bid(s) will be intimated in due course of time.
10. 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.
11. 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.
12. **The supplier must upload the original manuals / catalogue and make/ model of the Equipment /Item. Otherwise bid is liable to be rejected.**
13. The Format of Performance Bank Guarantee bond or Performance Bank Guarantee issued by the bank as per the format given in **Annexure “B” & “C”**.
14. Delivery time is the essence of the contract and must be met with.
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.
17. The tenderer should not have been debarred and/ or blacklisted by any Central Government/ or any State Government Department(s) . This must be supported by an affidavit as per format given in Annexure-“D”.
18. If any information furnished by the bidder is, at any stage found to be incorrect/false/fabricated, the Institute shall have the absolute right to forfeit the EMD, warranty/performance guarantees or/and security deposits, in addition to cancellation of contract, and in accordance with law, such other actions may be taken like black-listing of the bidder etc.

**Read and Accepted.**

**(Signature & Stamp of Tenderer)**



## **TENDER EVALUATION**

Institute will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

**(a) Stage – I (Technical Evaluation):**

- (i) Institute shall evaluate the technical bid(s) to determine the following like the bid qualifies the essential eligibility criteria or not, the tenderer has submitted the EMD & Tender fee or not, any computational errors have been made or not, all the documents have been properly filled or otherwise, all the documents have been submitted/ uploaded with technical bid or not, the specifications.

After evaluation of technical bid(s), a list of the qualifying tenderer (s)/ bidder s) shall be made. Short-listed tenderer(s) will be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the schedule of opening of financial bid(s) on the scheduled date and time, if they wish to do so. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

**Read and Accepted**

**(Signature & Stamp of Tenderer)**



**PART – II (e-FINANCIAL BID):**

- a) Bidders should offer the rates as per the format of BOQ as available on CPP Portal. **Detailed bill of material/quantity is also to be provided along with the price breakup of each item as per requirement of the tendered specification of the equipment in the online price bid at [CPP Portal](#).**

❖ **Note: The quoted amount as filled in the Annexure(s) of online financial bid and detailed bill of material/quantity provided with price break up of each item in the online financial bid should be tallied and both must be same, otherwise bid will be treated invalid.**

- b) Rates should be quoted in Indian Currency only.
- c) Custom, GST or any other taxes, Education Cess and other charges must be mentioned in the price bid. The financial evaluation/comparison will be made after including all the above mentioned charges/taxes.

**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)**



**(TERMS AND CONDITIONS (FOR THE SUPPLY OF GOODS, EQUIPMENT /SERVICES))**

1. Rate should be quoted F.O.R NIT Jalandhar.
2. The institute being government educational institute is having Excise and Custom duty exemption in terms of government notification No. 51/96-customs Dt. 23-7-1996 and No. 10/97-central excise Dt. 1-3- 1997 as amended from time to time, therefore taxes be quoted accordingly and this must be depicted in Price Bid clearly.
3. GST or any other chargeable duty where applicable must be specifically mentioned, failing which no tax or duty will be allowed at subsequent stage.
4. All charges shall be indicated both in words as well as in figures. If there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

**5. Payment**

Annual recurring (Bandwidth) charges shall be payable on quarterly basis at the end of the quarter for this the service provider will raise the bill at least 2 weeks in advance before the end of each quarter

**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:



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

<b>e-Tender Notice No. NITJ/PUR/CC/30/2020</b>						
<b>Sr.No.</b>	<b>Order (full placed address of purchaser)</b>	<b>Order No. &amp; dated</b>	<b>Description and Qty. of Stores ordered</b>	<b>Value of Order</b>	<b>Date of Completion of delivery</b>	<b>Has the Equipment/ Services been satisfactory commissioned</b>



**Annexure-A**

**Technical Specifications**

**1. Internet Lease Line - 500 MBPS( 1:1, FULL DUPLEX, UNSHARED & UNCOMPRESSED)**

Sr No	Description	Time Period
1.	<b>Internet Lease Line - 500 MBPS( 1:1, FULL DUPLEX, UNSHARED &amp; UNCOMPRESSED)</b>	One link of 500 Mbps for 1 year (Further, renewal and extension of contract depends upon the satisfactory performance and services rendered by the ISP of the link and sole discretion of NIT Jalandhar. In any case, a maximum of 3 years extension is allowed.)
a)	The scope of work includes all the hardware/software associated with the offer to be deployed at the Institute which shall be the property of the ISP and who is free to take them back after expiry of the contract. The work shall be completed within 6-8 weeks from the date of reward of tender.	
b)	The contract is initially for a period of one year and the same may be extended for a period of three years maximum subject to the satisfactory performance of the link after which it shall be deemed to have expired even if there are outages on the link after the expiry of the contract. No payment whatsoever shall be admissible to the service provider after the expiry of the contract. Decision of the Institute in this regard shall be final, conclusive and binding on the ISP.	
c)	The ISP should provide end to end underground connectivity on its own network on (OFC local loop) Optical Fiber Cable in Ring Topology to Data Centre , IT Building of the Institute.	
d)	The ISP should provide Internet Router Port at ISP Gateway for required Bandwidth and minimum pool of 32 Public IP addresses including Reverse Lookups configured at these IP's. Domain Name Services must be provided to NITJ for IPv4 . (And for IPv6 whenever asked for).	Further institute requires total two links of 500 Mbps (of ILL) from two different service providers. Therefore L2 bidder may be asked to match the prices of L1 bidder so as to get the contract for 2 <sup>nd</sup> Link of ILL. If L2 does not agree for same, the offer may be given to next lowest bidder and so on. However offer to L2 and other lowest bidders will be subject to discretion of the institute.
e)	Only firm / agency having the <b>Category "A"</b> Internet Service Provider (ISP) <b>or UASL license</b> issued from the Department of Telecommunication, Govt. of India, must have requisite infrastructure and resources to successfully execute the project and provide services in Institute. Self-attached valid license copy of certificate and Infrastructure details must be enclosed with technical bid.	
f)	The ISP should route the traffic from International Gateway through own or from their providers. DOT License / Certificate of own or service Provider for the same is to be provided.	
g)	The ISP would ensure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links/ networks. Bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC Charges etc.	
h)	Benefit of tariff Reduction whenever done should be passed down to the institute.	
i)	The list of existing educational customers/ Government departments/Others( minimum 6 or more) of Internet Bandwidth 100 Mbps or more with effect from 2017 should be provided along with supply Orders and satisfactory performance reports.	
j)	The ISP shall be responsible for installation, commissioning and configuring of hardware and uplink of connectivity. The ISP	



	will maintain the OFC and equipment (Mux, Modems etc to be provided by the ISP) to provide Internet Services in NITJ Data Centre. The institute shall provide a Layer 3 Switch to be configured by the ISP.	
k)	The 500 Mbps bandwidth should be provided through an underground fiber link on ring terminating in Data centre of IT Building, NITJ, and the output interface should be Fiber (10G)	
l)	The ISP is required to supply and integrate all the components at their own cost upto the switch/Firewall.	
m)	Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.  Network Availability (uptime): More than 99.5 % per month	
n)	Latency: Less than 100ms from the Institute to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time it is restored	
o)	The ISP will be responsible to provide and implementation of software at the client side for bandwidth Utilization, uptime, packet loss and to check the bandwidth speed. There should be clear indication of the uptime/downtime utilization of the link in the graph.	
p)	Reports for performance, monitoring / usage to be submitted by the ISP on weekly or monthly basis or as per requirement of the Institute. Providing MRTG reporting of the Internet Connectivity port on the internet updated every 10-20 minutes	
q)	Maintenance support service to be provided (365x24x7) for bandwidth and equipment. The ISP should have a fully functional Helpdesk for support (365*24*7)	
r)	The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by it. NIT, Jalandhar will not make extra payment	
s)	The Vendor will be required to sign SLA with the institute to provide network availability and maintenance support for the contract period.	

**Service Level Agreement:-**

1. The Service Provider shall provide the 500 Mbps (1:1 uncompressed and unshared) Internet lease line connectivity at all the time (24X7X365) at Institute
2. To provide Internet Router Port at ISP Gateway for required Bandwidth with minimum subnet of 32 Public IP addresses including Reverse Lookups configured at these IP's. Domain Name Services must be provided to NITJ for IPv4 (And for IPv6 whenever asked for).



# 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)

3. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of globe.
4. Latency: Less than 100ms from the Institute to ISP's tier 1 peering point. Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time it is restored.
5. Network Availability (uptime): More than 99.5 % per month.
6. The ISP will be responsible for their compatibility with Firewall and Central switch.
7. The ISP will be responsible to provide and implementation of software at the client side for bandwidth Utilization, uptime, and packet loss and to check the bandwidth speed.
8. The ISP will be responsible for the comprehensive maintenance and testing of hardware for which NIT, Jalandhar will not make extra payment
9. Reports for performance, monitoring / usage to be submitted by the ISP on weekly or monthly basis or as per requirement of the Institute. Providing MRTG reporting of the Internet Connectivity port on the internet updated every 10-20 minutes.
10. Demonstration of the uplink and downlink from server located at NITJ as and when required.
11. Downtime Calculation: Downtime shall be calculated as  $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$ . Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
12. The response time for attending the faults will be 1 hour after they are reported to the ISP. The ISP will rectify the faults within 12 hours failing which; the vendor will arrange temporary replacements. The services shall be provided 24 X 7 days in a week.
13. Downtime Penalty in % of Monthly Payment:

Sr. No.	Uptime	Penalty in % on quarterly bill
1.	> = 99.5%	0
2.	>= 99 to <= 99.50	Penalty of One day Extra Service shall be imposed
3.	> 98 to < 99	Penalty of 4 days Extra Service shall be imposed
4.	> 96 to < 98	Penalty of Ten days Extra Service shall be imposed

If the network availability is less than 96%, the performance shall be deemed to be dismal and the order may be terminated by serving one month notice.

Downtime due to the following situations will not be considered for the purpose of penalty:

- a) Link down due to power failure / or any situation which are beyond the control of service provider.
- b) Due to schedule maintenance by the Service Provider, with prior approval of Institute.

## (A) **PAYMENT TERMS & CONDITIONS:**

Annual Recurring (bandwidth) charges shall be payable on quarterly basis at the end of the quarter, for this the Service Provider will raise the bill at-least two weeks in advance before the end of each quarter.



**(B) INSTALLATION & COMMISSIONING:**

Project should be completed within 6-8 weeks from the date of issue of the Letter of Intent (LOI) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider. The Commissioning of the service shall be at the premises of Data Centre of IT Building, NIT Jalandhar and the full commissioned bandwidth upload and download shall be shown by the ISP on the Institute Server/Machine. The supply shall actually be deemed to have been completed on the actual date of successful testing by the committee constituted for this purpose. The ISP is advised to report about the same to the institute for testing the link/services by the committee as and when it gets ready.

If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to maximum of 10% of total order value will be deducted.

**(C) CONTRACT PERIOD:**

The contract is initially for a period of one year and the same may be extended for a period of three years maximum subject to the satisfactory performance of the link after which it shall be deemed to have expired even if there are outages on the link after the expiry of the contract. No payment whatsoever shall be admissible to the service provider after the expiry of the contract. Decision of the Institute in this regard shall be final, conclusive and binding on the ISP.

The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to Institute.

**(D) TENDER PREPARATION COST:**

The tenderer shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

**(E) AWARD OF CONTRACT:**

The institute will award the contract to ISP on the basis of L1 rates. Further institute requires total two links of 500 Mbps (of ILL) from two different service providers. Therefore L2 bidder may be asked to match the prices of L1 bidder so as to get the contract for 2nd Link of ILL. If L2 does not agree for same, the offer may be given to next lowest bidder and so on. However offer to L2 and other lowest bidders will be subject to discretion of the institute.

**(F) COMMENCEMENT OF CONTRACT:**

The Service Provider shall commence the work from the date of receipt of acceptance of the Letter of Intent (LOI). Project will be completed within 6-8 weeks from the date of issue of the Letter of Intent (LOI) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the





Service Provider. The Commissioning of the service shall be at the premises of Data Centre of IT Building, NIT Jalandhar

**(G) PERFORMANCE SECURITY:**

The Service Provider shall be required to furnish a Performance Security @5% of the total value of the contract within 15 days from the date of commencement of the Internet Lease Line (1:1) in the form of Demand Draft by any nationalized bank in favor of Director, Dr B R Ambedkar National Institute of Technology, Jalandhar for contract period of one year.

The Performance Security as furnished by the Service Provider shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between the Institute and the Service Provider.

In case the period of contract is extended further by the Institute in consultation with the Service Provider, the validity of Performance Security shall also be extended by the Service Provider accordingly so that such Performance Security shall remain valid for a period of sixty days after the expiry of the obligations of the Service Provider for the extended period.

**(H) SERVICE PROVIDER OBLIGATIONS:**

- a. The Service Provider shall be responsible for providing the 500 Mbps (1:1) uncompressed and unshared leased line internet connectivity at Institute all the time throughout the contract period.
- b. The 500 Mbps bandwidth should be provided through an underground fiber link on ring terminating in Data centre of IT Building, NITJ, and the output interface should be Fiber (10G)
- c. The Service Provider shall be responsible for installation, commissioning and configuring of hardware and uplink of connectivity. The ISP will maintain the OFC and equipment (Mux, Modems and Router etc to be provided by the ISP) to provide Internet Services in NITJ Data Centre of the IT Building for efficient running at all times of the contract. The institute shall provide a Layer 3 Switch to be configured by the ISP.
- d. Liaisons (if required) with other firm(s) for obtaining point to point connectivity between ISP node and Institute, shall be the responsibility of the Service Provider.
- e. The Service Provider would ensure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks. Service Provider shall be responsible for making all the payments towards the local loop charges / rentals/ WPC charges etc.
- f. The Service Provider will do preventive maintenance once a quarter for upkeep of the systems running. The schedule will have to be adhered to strictly by him.
- g. NIT Jalandhar will not purchase any Hardware and ISP will have to provide all the required hardware on latest technology for installation, commissioning and configuring of hardware and uplink of connectivity in the Data Centre of the Institute and will also be fully responsible for its maintenance.



**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.



**Annexure “C”**

**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 \_\_\_\_\_