

**TENDER**

**NO.GKV/NOC/20-21/61**

**FOR**

**INTERNET LEASED LINE**

**AT**

**KANYA GURUKUL CAMPUS  
(Constituent unit of Gurukula Kangri (Deemed to be University), Haridwar)  
47, SEWAK ASHRAM ROAD  
DEHRADUN**



**By**

**Gurukula Kangri (Deemed to be University)  
Haridwar - 249404**

**Telephone : +91-7060045631/+91-9837202304**

**Email : net.adm@gkv.ac.in**

## CHAPTER – 1

### INSTRUCTIONS TO BIDDERS

#### 1. General:

- 1.1 Bids are invited for providing 32 Mbps (1:1), uncompressed and unshared Internet Leased Line connectivity **up to the copper Ethernet port of the UTM of GKV** as per schedule of requirement (Chapter 3) in this document. **GKV will not purchase any hardware and the bidder will have to provide all the required hardware on rent. Further, GKV will not be responsible for any maintenance of the supplied hardware and any kind of damage during use, as these items will be under comprehensive maintenance by the bidder.**
- 1.2 Bidders are advised to study the tender document thoroughly. Submission of tender shall be deemed to have been done after careful study and examination of the tender document.
- 1.3 The Bidders should have their maintenance base in Dehradun.
- 1.4 Bidders shall not be permitted to alter or modify their bids nor clarifications, whatsoever; regarding price quoted shall be entertained after expiry of the deadline for receipt of bids.
- 1.5 The bidder shall not, transfer or assign the order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever.
- 1.6 Canvassing in any form in connection with the tenders is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to rejection.
- 1.7 Institute shall not pay any costs incurred towards preparation and submission of the bid or any other expenditure in this regard.

#### 2. Schedule of Tender:

- 2.1 The sealed bids will be accepted **till 15:00 Hrs. on 26-12-2020**. The sealed bids must be sent by Registered/Speed Post addressed to the **Network Administrator, Department of computer Science, Gurukula Kangri (Deemed to be University), Haridwar – 249404**
- 2.2 The Bids will be opened at **15:30 hrs. on 26-12-2020**.
- 2.3 If the tender opening day happens to be a holiday, the tender will be opened on the next working day at the same time.
- 2.4 A non-refundable **Tender Fee of Rs.200/- (Rupees two hundred only)** shall be enclosed with the bid in the form of demand draft/ banker's Cheque/ Pay Order. Failure to do so will result in the rejection of the bid. This is in addition to the earnest money deposit under clause-6.

#### 3. Purchaser's Right to vary quantities at the time of placement of Supply Order/signing of Contract: The Purchaser reserves the right to vary the quantities and/or split the order among the selected Bidders

#### 4. Purchaser's right to accept any Bid and to reject any or all bids: The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.

- 5 **Bidder Qualification:** The “**Bidder**” as used in the tender document shall mean the one who has signed the Bid. The Bidder may be either the Service Provider or his duly authorized representative.
6. **Bid Security (Earnest Money):**
- 6.1 Bid Security (Earnest money) amounting to **Rs. 20000** in the form of Account Payee - Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee in favor of Registrar, Gurukula Kangri (Deemed to be University), Haridwar payable at Haridwar, should be attached along-with the Bid. However, bidders who are registered with DGS&D or National Small Industries Corporation (NSIC) are exempted from submitting Earnest Money subject to the condition that an attested copy of the registration certificate with the above department(s) shall be attached with the bid. Failure to do so will result in rejection of the Bid.
- 6.2 The Bid Security (Earnest Money) shall be retained up to a maximum period of 6 calendar months from the date of opening of the Bid by the Purchaser, in case of short-listed Bidders. No interest will be payable by the Purchaser on this amount.
- 6.3 The Bid Security (Earnest Money) may be forfeited:
- a) If a Bidder withdraws his bid during the period of bid validity; or
  - b) In the case of the finally selected Bidder, if the Bidder fails;
    - i) To sign the Contract in accordance Clause 1 of Chapter-2; or
    - ii) To furnish Performance Security in accordance with Clause 2 of Chapter-2; or
    - iii) If at any stage any of the information/ declaration is found false.
- 6.4 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to Clause 1 of Chapter-2 and furnishing the Performance Security, pursuant to Clause 2 of Chapter-2.
7. **Period of Validity of Bids:** Bids shall remain valid for 120 days from the date of Bid opening. A Bid valid for a shorter period may be rejected by the purchaser as non-responsive. The rates of the successful bidder will be valid for 36 months from the date of issue of the letter of the acceptance.
8. **Registration with GST Department:** The bidders should have their firm registered with the GST Department, with respect to GST and shall furnish copies of the relevant registration and latest clearance certificate with their Bid.
9. **Terms and conditions of Tendering Firms:**
- 9.1 Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- 9.2 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the bid.
- 9.3 Bidder must state categorically whether or not his offer conforms to the specification given.
10. **Bid Requirements:**
- 10.1 The Bidder must quote for all the items and quantities as listed under the schedule of requirements (Chapter-3). Partial quoting will not be accepted.

- 10.2 The successful bidder shall be required to furnish Performance Security for 10% of the contract price at the time of award of contract as per the Clause-2 of Chapter-2.
- 10.3 Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected.
- 10.4 The bid shall contain no interlineations; erasures or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder.
- 10.5 Bids not accompanied by earnest money will be rejected.
- 10.6 While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form or any condition from bidder side is inserted the tender will be liable to be rejected.
- 10.7 All the bidders participating in the Tender must submit a list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India.

## 11. Bid Prices:

- 11.1 The Bidder shall indicate the Price, the Unit Prices and total Prices of the Stores it proposes to supply under this tender on the pro forma for price schedule (Chapter-4) in the following manner:
- i) Unit price in Indian Rupees
  - ii) Extended price in Indian Rupees.
  - iii) GST in Indian Rupees.
  - iv) Other Govt. levies, if any.
  - v) Incidental charges, if any.
  - vi) Total Price, FOR destination.
- 11.2 Payment towards other Govt. levies/ incidental charges, if any, would be made at actual by the purchaser against documentary proof submitted by the Contractor/Supplier.

## 12. Contents of Bid: The bids prepared by the bidder duly sealed shall comprise the following: -

- i) Bidders Particulars (**Annexure C1, Chapter 6**)
- ii) Bid Form (**Annexure C2, Chapter 6**)
- iii) Warranty/Guarantee (**Annexure C3, Chapter 6**)
- iv) EMD/Bid Security amounting Rs.20000/- (Rupees Twenty Thousand only) drawn in favor of Registrar, Gurukula Kangri (Deemed to be University), Haridwar (**Clause 6 of Chapter 1**)
- v) Demand Draft for Rs. 200/- in favor of Registrar, Gurukula Kangri (Deemed to be University), Haridwar as Tender fee. (**Clause 2.4, Chapter-1**)
- vi) All technical details/brouchers/documents relevant to the Bid.
- vii) Copies of GST & Clearance Certificates (**Clause 8, Chapter 1**)
- viii) **Certificates as per Clause 10.7 Chapter 1**
- ix) Price Schedule (**Chapter 4**)
- xi) Schedule of Requirement (**Chapter 3**)

## CHAPTER – 2

### CONDITIONS OF CONTRACT

1. **Award of Contract:** Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder in writing that its bid/tender has been accepted by issuance of Letter of Intent (LOI). Within the 7 (seven) days of receipt of such intimation, the successful bidder shall give its acceptance to GKV and sign the Contract. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. **The initial period of contract will be 36 months.**
2. **Performance Security.**
  - 2.1 Within 21 (Twenty One) days of receipt of LOI as in clause 1, the finally selected bidder shall deposit Contract Performance Bank Guarantee at the rate of 10% of the contract value in the form of Bank Guarantee drawn on any scheduled bank in favor of Registrar, Gurukula Kangri (Deemed to be University), Haridwar – 249 404
  - 2.2 The Contract Performance Bank Guarantee shall be valid for a period of **forty (40) months** from the Contract date and the same will be released/discharged after the completion of Warranty period.
3. **Delivery Period**

The bidder will ensure for supply, installation and commissioning of **Internet Leased Line** within 3 weeks of signing the contract.

Any delay by the supplier in the performance of delivery and installation and Commissioning of the links shall render the supplier liable to any or all the following sanctions-forfeiture of its Earnest Money Deposit, imposition of liquidated damage as per Clause 10 below or/ and cancellation of the purchase order for default.
4. **Payment Schedule.**
  - 4.1 Payment for supply, installation and commissioning will be made within one month from the date of satisfactory completion of job.
  - 4.2 Annual recurring charges shall be made on quarterly basis only after the completion of each quarter subject to continued good performance as per committed SLA.
  - 4.3 Payment of taxes and other applicable Government levies will be made according to the rules and regulations as existing on the date of the payment.
  - 4.4 No advance payment shall be given to any agency on any ground whatsoever.
5. **Packing & Forwarding:** The Supplier shall provide proper packing of the Stores to prevent their damage or deterioration during transit to the final destination site. The Supplier shall notify Purchaser of the date of each shipment from his works and the expected date of arrival of goods at the site.
6. **Inspection and Tests:**
  - 6.1 The Purchaser shall have the right to inspect and or test the Stores for conformity to the Tender Specifications/approved sample. **The Stores that meet the acceptance test shall only be accepted by the Purchaser.**

6.2 Should any inspected or tested Stores fail to conform to the specifications, the Purchaser may reject them and the Contractor/Supplier shall replace the rejected Stores.

## 7. Warranty

7.1 The Vendor will be responsible for the comprehensive onsite warranty for the entire period of the Service Contract after the acceptance of installation & testing of complete connectivity for which GKV will not make extra payment.

7.2 The Warranty/Guarantee shall will include supply and replacement of all parts of original make including all consumable and non-consumable parts/items along with the connectivity hardware and cables used unconditionally.

7.3 The vendor will do preventive maintenance once a quarter for upkeep of the Systems running. The schedule will have to be adhered to strictly by him.

## 8. Service Level Agreement

8.1 **Network Availability (Uptime):** The bidder shall guarantee an uptime Greater than 99.0% for the entire contract period operation on 24x7x365 basis which shall be calculated on monthly basis. If the downtime exceeds the total uptime hours' penalty shall be levied.

8.2 The “**Uptime**” is, for calculation purposes, equals to the Total contracted hours (i.e. 24X7 basis) in a month less “Downtime”. The “**Downtime**” is the time between the Time of Failure and Time of Restoration within the contracted hours. “**Failure**” is the condition that renders GKV unable to perform any of the defined functions on the link. “**Restoration**” is the condition when the selected bidder demonstrates that the link are in working order and GKV acknowledges the same.

8.3 The percentage uptime is calculated on monthly basis as follows:

(Total contracted hours 24x7 basis in a month – downtime hours within contracted hours) / Total contracted hours in a month) X 100

8.4 Vendor Fault reporting system should accept complaints 24X7 basis

8.5 GKV should be in a position to log complaints over phone or by email. On receipt of complaint, the vendor should provide a Trouble Ticket/Acknowledgement with numbering within 30 minutes.

8.6 If the fault is service impacting in nature, then the fault rectification should be completed within 4 hours from the first occurrence of fault.

8.7 If the connectivity failure is more than 4 hours' penalty of Rs. 500/- per hour will be deducted from the bill of the vendor.

8.8 In case of persistent delay in restoration of Connectivity, GKV may without prejudice to the contractor may terminate the agreement with 15 days' notice in addition to forfeiture of SD/PBG.

9. **Delay in the Supplier's performance:** The completion of work shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the delivery Clause above. An unexcused delay by the Supplier in the performance of its delivery or service obligations shall render the Supplier liable to imposition of liquidated damages in accordance with Clause-10 below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with Clause-12 below accompanied by forfeiture of Performance Security.

10. **Liquidated Damages:** If the Supplier fails to uplink the connectivity within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum

equivalent to 2 (two) percent of the contract price of for each & every week (part of a week being treated as a full week) of delay until actual delivery/installation/commissioning, up to a maximum deduction of Ten Percent (10%) of the contract price.

11. **Force Majeure:** The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.
12. **Termination for Default**
  - 12.1 The purchaser may without prejudice to any other remedy for breach of Contract, by Ten (10) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
    - (i) If the Supplier fails to deliver/install/commission the link within the time period(s) specified in the Contract; or
    - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
  - 12.2 On termination of the Contract for default, the Performance security of the Supplier will be forfeited.
  - 12.3 On termination of the Contract for default, action will be taken to black list the Supplier.
13. **Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
14. **Termination for Convenience:** The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination be for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
15. **Resolution of Disputes:** In the event of any dispute the legal matter shall be subjected to the jurisdiction of Haridwar District Courts only.

### CHAPTER - 3

#### SCHEDULE OF REQUIREMENTS

<b>Sl. No.</b>	<b>Scope of work/Specification</b>
1.	32 Mbps committed bandwidth at any point of the time for 3 Years
2.	Dedicated (1:1) symmetric connectivity
3.	98.0 % Uptime on 24x7x365 basis
4.	Packet loss < 1%
5.	Latency <=300 millisecond on from GKV router to submarine cable teleport in USA/Europe/Asia Pacific during peak traffic hours
6.	Latency <=50 millisecond from the GKV router to the first hop of the service Provider
7.	Public IP : one
8.	Place of installation : Kanya Gurukul Campus, 47, Sewak Ashram Road ,Dehradun
9.	The proposed link to be terminated at the <b>Copper Ethernet port</b> of the UTM. The UTM will be provided by the Gurukula Kangri (Deemed to be university, Haridwar. Any type of converter should be part of the hardware to be supplied for the connectivity.
10.	End to End connectivity solution. Any necessary equipment for connectivity should be provided as part of the solution by the bidder which shall be the property of the vendor and will be maintained by the vendor
11.	Tool to monitor the bandwidth/network performance for bandwidth utilization, uptime, packet loss and latency
12.	Reports to be submitted for bandwidth utilization, uptime, packet loss and latency on daily, weekly, monthly and yearly basis
13.	Liasoning with DOT/BSNL/others for obtaining point to point connectivity between ISP node and the Gurukula Kangri (Deemed to be University) campus within the committed time frame.
14.	Configuration of the Hardware (Modem/Router etc.). The cost of this should be included in the cost of connectivity
15.	Installation and commissioning of the link with appropriate wiring. Cost of this should be included in the cost of connectivity
16.	Warranty and Service level agreement for the contract period.



**CHAPTER 4**

**PROFORMA FOR PRICE SCHEDULE**

TENDER NO. GKV/NOC/

**TENDER DOCUMENT FOR Leased Line Connectivity for a period of (03) three years**

<u>Sl</u> <u>No</u>	No. of links / Speed _____	Unit Rate per year	Yearly Cost	Two Year Cost	Three Year Cost
1	<b>A) Cabling and Equipment Charges:</b>				
2	Applicable taxes on above 1 a. b. c.				
3	<b>B) One time installation &amp; Configuration charges</b>				
4	Applicable taxes on above 3 a. b. c.				
5	<b>C) Annual Maintenance charges</b>				
6	Applicable taxes on above 5 a. b. c.				
<u>7</u>	<b><u>Total (1+2+3+4+5+6)</u></b>				
<u>8</u>	<b>D) Any other charges (To be specified) (if any)</b>				
<u>9</u>	<b><u>Over All Total (7+8)</u></b>				
<u>10</u>	<b><u>Over All Total in Words</u></b>				

	<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Order shall be placed on the party who quotes over all lowest rate (10).</li> <li>2. In case of confusion of unit rate against total price, unit rate will prevail for evaluation.</li> <li>3. In case of confusion in word and figures in quoted rate / total price of any item, rate / total price quoted in word will prevail. Similarly in case of confusion in word and figures in overall price, price quoted in words will prevail.</li> </ol>	
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It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of equipment required to be supplied. We agree to abide by all the tender terms and conditions.

We hereby certify that the equipment detailed above shall fully meet the tender specifications.

(Signature and seal of Bidder)

Dated:-----

## CHAPTER-5

### Contract Form

**(To be submitted on stamp paper of Rs. 200/-)**

This Contract made on the ----- day of -----, (hereinafter referred to as the “**Contract Date**”) between the Registrar, Gurukula Kangri (Deemed to be University), Haridwar-249404 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s -----, a Company having its office at -----  
--- (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

#### **WHEREAS**

A. The Purchaser is desirous that certain goods and Services should be provided and certain works be executed as per tender documents hereinafter called “The Works” and has accepted a Tender by the Supplier for the execution, completion and guarantee of such works.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.

2. **CONTRACT DOCUMENTS:**

2.1 The following documents, (each a “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract viz: -

Exhibit-A: Purchaser’s Tender enquiry No.----- dated -----

Exhibit-B: Supplier’s bid dated -----

Exhibit-C: Supplier’s written clarification and confirmation letter dated ----- (if any)

Exhibit-D Purchaser’s letter of Intent No.----- dated -----

2.2 **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

3. **SCOPE OF WORK:** The Scope of Work shall include to provide Internet Leased Line connectivity. This includes supply, installation, commissioning, testing & up keep of the complete links for three years period.

4. **CONTRACT PRICE**

4.1 The prices for supply of the Stores and other associated services is detailed specifically in the Supplier’s Bid offer (Exhibit-B) read with Supplier’s written clarification and confirmation letter dated -----( Exhibit-C). The contract price is Indian Rs.-- -----/- (Indian Rupees ----- only). This price excludes existing Sales

Tax/VAT/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

- 4.2 Sales Tax/VAT/Service Tax @ ----- of Exhibit–A of the Contract.
- 5. SCHEDULE OF DELIVERY
- 6. PAYMENT SCHEDULE
- 7. PACKING & FORWARDING
- 8. INSPECTION AND TESTS
- 9. WARRANTY
- 10. SERVICE LEVEL AGREEMENT
- 11. DELAYS IN THE SUPPLIER’S PERFORMANCE
- 12. LIQUIDATED DAMAGES
- 13. FORCE MAJEURE
- 14. TERMINATION FOR DEFAULT
- 15. TERMINATION FOR INSOLVENCY
- 16. TERMINATION FOR CONVENIENCE
- 17. RESOLUTION OF DISPUTES

**(The clauses 5 to 17 shall be according to the Chapter 2: Conditions of Contract of this Tender)**

- 18. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
Name:	Name:
Title:	Title:
Date:	Date:
For and on behalf of Gurukula Kangri (Deemed to be University), Haridwar	For and on behalf of
Witness	Witness
Signature:	Signature:
Name:	Name:
Address:	Address:
Date:	Date:

**CHAPTER - 6**

**OTHER STANDARD FORMS**

**ANNEXURE-C1**

**BIDDER PARTICULARS**

1. Name of the Bidder :
  
2. Address of the Bidder :
  
3. Name of the Manufacturer(s) :
  
4. Address of the Manufacturer :
  
5. Name & address of the person to whom all references shall be made regarding this tender enquiry. :
  
- Telephone :
- Fax :
- E-mail :

Witness:

Signature	Signature
Name	Name
Address	Designation
	Date & Company Seal

**II. BID FORM**

Date: \_\_\_/\_\_\_/\_\_\_

The Registrar  
Gurukula Kangri (Deemed to be University),  
Haridwar-249 404

Sir,

Having examined the Bid Documents of **TENDER NO.** \_\_\_\_\_  
We, \_\_\_\_\_, offer to supply and deliver \_\_\_\_\_  
**(Name of the Firm)**

\_\_\_\_\_  
**(Description of Goods and Services)**

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we will submit Contract Performance Security for a sum equivalent to 10% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 4 months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 5) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipment under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

**GUARANTEE**

To  
The Registrar  
Gurukula Kangri (Deemed to be University),  
Haridwar-249 404

**Ref: TENDER NO.**

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We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for, and acceptance of the goods, but shall expire **36 months** after their acceptance by the Purchaser.

The obligations under the Guarantee expressed above shall include all costs relating to labour, repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the equipment/ item which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

SIGNATURE AND SEAL OF BIDDER

SIGNATURE OF THE WITNESS

DATE \_\_\_\_\_

## PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No \_\_\_\_\_

Date \_\_\_\_\_

Ref \_\_\_\_\_

To

The Registrar

Gurukula Kangri (Deemed to be University),

Haridwar-249 404

Dear Sir,

In consideration of the Registrar, Gurukula Kangri (Deemed to be University), Haridwar – 249404 (hereinafter referred to as the ‘Purchaser’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s \_\_\_\_\_ with its Registered/ Head Office at \_\_\_\_\_ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser’s letter of intent No. \_\_\_\_\_ dated \_\_/\_\_/\_\_ entering into a formal contract to that effect with the Purchaser on \_\_\_\_\_ vide Agreement No. \_\_\_\_\_ (hereinafter referred to as the “Contract”) and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to \_\_\_\_\_\* \_\_\_\_\_ Ten percent of the said value of the Contract to the Purchaser.

We \_\_\_\_\_ (Name & Address of the bank) having its Head office at \_\_\_\_\_ (hereinafter referred to as the ‘Bank’ which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs \_\_\_\_\_\* \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.



The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Purchaser any amount so demanded by the Purchaser, notwithstanding

- a) any dispute or difference between the Purchaser or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) the invalidity, irregularity or un-enforceability of the contract; or
- c) in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Purchaser to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We \_\_\_\_\_ (indicate the name of the bank) \_\_\_\_\_ hereby agree and undertake that any claim which the Bank may have against the Contractor shall be subject 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 the Purchaser 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 Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Purchaser hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this guarantee is limited to total amount of Rs \_\_\_\_\_\* and it shall remain in force upto and including \_\_\_\_\_\*\* and shall be extended from time to time for such further period as desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016 \_\_\_\_\_ at \_\_\_\_\_

WITNESS  
(Signature) \_\_\_\_\_  
NAME \_\_\_\_\_

Signature) \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Banker's Rubber Stamp) \_\_\_\_\_  
(Official address) \_\_\_\_\_  
Attorney as per Power of

Attorney \_\_\_\_\_

\* This sum shall be ten percent (10%) of the Contract Price.

\*\* The date will be forty two months from the date of award of the contract.