

**PEC University of Technology, Chandigarh  
Sector 12, Chandigarh 160012**



**E-tender document**

**For**

**Providing Internet leased line / Fiber Link connectivity  
10 Mbps (1:1)**

**at**

**Department of Computer Science & Engineering  
Information Security Lab (CSRC)**

**PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH**

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## SECTION I: INVITATION FOR E-TENDER

1. This invitation to tender is for providing Internet leased line / Fiber Link connectivity at Department of CSE in Information security Lab (CSRC), PEC University of Technology hereinafter referred to as "PEC", Sector 12, Chandigarh for the students, staff and faculty.
2. The client reserves the right to carry out the capability assessment of the Tenderers and the client's decision shall be final in this regard.
3. Tenderers are advised to study all technical and commercial aspects carefully of the tender document.
4. Interested eligible Bidders may obtain further information from the office of Head Cyber Security Research Centre (CSRC), Deptt. of CSE, PEC University of Technology, Sector 12, Chandigarh 160012, India.
5. The bidding document can be downloadable from institute website <http://www.pec.ac.in>.
6. e-bids prepared in accordance with the procedure enumerated in Clause 1 of Section II should be submitted not later than the date and time laid down in **Table 2**.
7. All bids must be accompanied by a bid security of Rs. **15,000/-** (Rupees Fifteen thousand only) in the form Account payee Demand Draft, Bankers Cheque or Bank Guarantee from commercial bank drawn on a scheduled bank in favor of the Director, PEC UNIVERSITY OF TECHNOLOGY, SECTOR 12, CHANDIGARH and should be delivered to the office address by the date and time as given in **Table 2**.
8. This tender document is not transferable.
9. Internet Service Provider (ISPs) providing connectivity under NKN or NMEICT project to the PEC University of Technology are not eligible to participate in this tender.
10. The tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially relevant to the Tender document in every respect will be at the Tenderer's risk and may result in the rejection of the bid.

**TABLE – 1**

<b>S. No.</b>	<b>Name of the Service</b>	<b>EMD</b>	<b>Performance Security</b>
1	For providing Internet leased line / Fiber Link connectivity of 10 mbps (1:1)	15,000/-	@ 5% of the value of the contract awarded

**TABLE-2 Time Schedule**

S.No.	Date of publication	06/02/2017
I	Downloading of e-tender document	Start date:06/02/2017 End date :28/02/2017 3:00 PM
III	Date of submission of e-tender	Start date:06/02/2017 End date :28/02/2017 12 Noon
IV	Physical submission of EMD and other necessary pre-qualification documents	Start date:06/02/2017 End date :28/02/2017 12 Noon
V	Opening of Technical Bid (online) and meeting for scrutiny of technical bid and declaring eligible bidders	Date :28/02/2017 3:30 PM
VI	Opening of Financial Bid of only eligible technically qualified bidder as determined by the Committee	To be informed after checking eligibility of bidders
VII	Place of opening of bids	Head, Computer Centre PEC University of Technology, Sector 12, Chandigarh 160012
VIII	Address for communication	Head, Cyber Security Research Centre Deptt. of CSE, PEC University of Technology, Sector 12, Chandigarh 160012

**Important Notes:**

I.	Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
II.	All terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on Chandigarh Administration website ( <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a> ) or on the PEC University of Technology institute website ( <a href="http://www.pec.ac.in">www.pec.ac.in</a> ).
III.	The bidder has to submit the original documents in physical form such as EMD, eligibility documents and other desired documents on the date fixed for the same in the above table. The failure will entail summarily rejection of its tender.
IV.	The undersigned reserves the rights to reject or accept any or all tenders without assigning any reasons.

**Head- CSRC,**  
Deptt. of Computer Sc. & Engg.  
PEC University of Technology, Sector-12,  
Chandigarh

# PEC UNIVERSITY OF TECHNOLOGY, CHANDIGARH

## SECTION II

### GENERAL TERMS AND CONDITIONS

1. Tenderers are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the tenderers risk and may result in the rejection of the bid.
2. The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicgep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC). Downloading and submission of Tender will be done by E-tendering process through the website of Chandigarh Administration **<http://etenders.chd.nic.in/nicgep>**.
3. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and shall be rejected out rightly.
4. Bids will be opened online as per time schedule mentioned in e-tender notice (**SECTION I Table 2**).
5. Before submission of online bids, bidders must ensure that self-attested scanned copies of all the necessary documents as mentioned in SECTION III "Technical Bid" and SECTION IV "Financial Bid" of this tender document have been uploaded with the bid, failing which their bids may be out-rightly rejected.
6. EARNEST MONEY DEPOSIT (EMD): The Tender should be accompanied with Earnest Money as mentioned in the **Table-1** of SECTION I to be paid in the shape of A/C payee demand draft/banker cheque/FDR/bank guarantee from any Commercial Bank in favor of Director, PEC University of Technology Chandigarh which shall be valid for 45 days beyond the final bid validity period. No firm/tenderer will be exempted from submission of EMD. The EMD deposited by the tenderer in respect of another similar tender will not be considered against this tender. Apart from submission of EMD in physical form, scanned copy of EMD duly attested and countersigned by the firms shall also be uploaded. The EMD of unsuccessful tenders will be refunded immediately after finalization/allotment of tender. No interest will be payable on the EMD. The EMD will be forfeited, if the tenderer withdraws his/her bid after submission of the Tender. Expression of Interest without the EMD shall be rejected.
7. Bidder is required to upload scanned copy of EMD as specified in the tender documents and send original along with other hard copies of desired documents to be sent in technical bid envelope. The details of EMD submitted online and in the tender documents should be the same otherwise tender will be rejected.
8. The conditional bids shall not be considered and may be rejected out rightly in very first instance.
9. TECHNICAL BID: The tenderer should upload scanned copy of documentary proof of his/her eligibility as mentioned in SECTION III "Technical Bid" of this tender document.
10. FINANCIAL BID: The financial bid (SECTION IV) shall be quoted by the bidder through e-tendering. The financial bid should contain rates only.
11. Performance Security Deposit: The successful tenderer will have to deposit performance security @5% of the total value of tender awarded (**Table -1 of SECTION I**) within 15 days of issuance of purchase order by the competent authority to be paid in the shape of bank

guaranty, from any scheduled bank in favour of Director, PEC University of Technology Chandigarh and the security deposited in connection with any other similar tender will not be considered against this tender. If successful tenderer fails to submit the requisite performance security deposit within prescribed 15 days, the contract awarded shall stand cancelled and earnest money deposit (EMD) deposited by the tenderer will be forfeited. The performance Security shall remain valid for a period of sixty days beyond the period of contractual obligations including warranty obligations.

12. Tender received through e-tendering shall be opened online by the committee duly constituted by the authorities of PEC University of Technology, as per schedule given in Tender Notice in the office of the Head, Cyber Security Research Centre, PEC University of Technology Chandigarh. In the event of date of opening of Tender being declared a holiday, the due date of opening of the Tender will be the next working day at the same hours.
13. The bidder shall submit the EMD and other necessary pre-qualification documents with forwarding letter (**Annexure - 2.1 of SECTION II**) duly signed by the authorized signatory.
14. **PEC UNIVERSITY OF TECHNOLOGY** should have the liberty to procure either 10 Mbps (1:1) or more based on financial availability.
15. This Institute being a Premier Education and Research Institution funded by Govt. of India, discount as applicable to Research Institutes / Educational Institutes may be provided in the quote.
16. The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser reserves the right to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
17. The contract shall be valid for a period of **at least one year**. However, the institute reserves the right to review the contract before the expiry period of the contract depending upon the need for continuity and extend the contract twice for a further total period up to a maximum of one year in case the ISP will certify that the ISP has not quoted for the same link of 10 Mbps (1:1) at a price lower than being offered to institute based on mutual agreement.
18. In a tender, either the Indian agent/service provider on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
19. If an agent/service provider submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**ANNEXURE – 2.1**

From

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**Subject: Submission of Tender for Providing Internet leased line / Fiber Link connectivity of 10 mbps (1:1) at Department of CSE in Information Security Lab (CSRC).**

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to Providing Internet leased line / Fiber Link connectivity of 10 mbps (1:1) to Department of CSE in Information Security Lab (CSRC), PEC University of Technology, Chandigarh.

I/We shall supply the connectivity truly and faithfully as set forth in the terms and conditions of the tender document. I/We shall be responsible for all complaints as regards to the quality of Service and in case of any dispute; the decision of the Director, PEC University of Technology, Chandigarh shall be final and binding on me/us.

A FDR No./ DD No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ intended for the prescribed amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) in favor of Director, PEC University of Technology, Chandigarh, payable at Chandigarh is enclosed as earnest money as desired.

I/WE shall have no claim to the refund of earnest money/performance security prescribed against this tender in the event of my/our non-compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory Service/violation of any term, or if I/We withdraw my/our tender at any stage during the period of validity. My/Our tender shall remain valid for a period of 120 days from the last date prescribed for submission of the tender against the above-mentioned notice. My/Our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance.

Thanking you,

Yours faithfully,

Place

Signatures  
Date with stamp  
& Full Address

SECTION III  
 "Technical Bid"  
 SCHEDULE OF REQUIREMENTS

PEC desires to have services from an ISP for providing 10 MBPS 1:1 Internet Data Transfer Rate through wired lease line link (i.e. copper cable) or fiber link with the following technical bid format:

**TABLE 3 SCHEDULE OF REQUIREMENT**

Sr. No.	Brief Description	Delivery Schedule	Bid Security In Rupees
1	For providing Internet leased line / Fiber Link connectivity of 10 mbps (1:1) at Deptt. of CSE at Information Security Lab (CSRC)	21 Days	15,000/-

**Technical Bid Requirement:**

Technical bid shall contain the self-attested scanned copies of following documents/ certificates with consecutive Sr. No.:

1. Name of the firm/organization & address, year of establishment, ISP category, License No., Income Tax PAN No., contact person name and telephone/ Mob. No./Fax. No. on letter pad of the company/firm.
2. Earnest money deposit details.
3. Covering letter (Annexure 2.1 of SECTION II)
4. Certificate of ISP having a valid "A" Category ISP license from Govt. of India (Attach a copy of the license). Consortium/ Liasoning partner if any, should also be "A" Category ISP.
5. ISP should have their **own/direct access to international gateway** in India, for providing Internet bandwidth, which should be connected onto international fiber systems only (not on satellite).
6. Twenty number of global IP(IPV4/IPV6) addresses to be provided by the ISP
7. Minimum 3 clients with minimum 04 Mbps bandwidth for at least 2 year. Please attach proof along with the details of the contact person.
8. Detailed network diagram depicting logical, physical connectivity, media used between client, ISP and Gateway and bar chart indicating the proposed schedule of completion (Bar chart should indicate the schedule of each activity under the tasks).
9. The firms who have been blacklisted by the Central / State Govt. / U.T / Board / Corporation / any Govt. authority / PEC University of Technology are not eligible to quote. **Affidavit regarding Non-Blacklisting** of firm attested by Executive Magistrate/Notary Public as per format at Annexure-3.1, shall be submitted by the tendering firm in physical form and copy of same to be uploaded online.
10. Firm having Minimum Annual turnover of Rs.5.00 Lacs in each of the last three Financial Years 2013-14, 2014-15 & 2015-16 are eligible to apply. Scanned copies of Audited financial statements for the last three financial years 2013-14, 2014-15 & 2015-16 shall be submitted as proof.

**NOTE: All the above mentioned documents should be duly in order and are essential to qualify at Technical Bid Stage.**



**ANNEXURE – 3.1**  
**SPECIMEN PROFORMA FOR THE AFFIDAVIT**  
**(TO BE SUBMITTED BY THE FIRM ALONG WITH TENDER DOCUMENT)**  
**(On Judicial Stamp paper dully attested by Executive Magistrate or Notary Public)**

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ authorized representative of \_\_\_\_\_ with its office at \_\_\_\_\_ solemnly affirm and declare as under on behalf of the firm:-

1. I/ We in the name and style of \_\_\_\_\_ are participating in the tender for providing Internet Leased Line/Fiber Connectivity of 10 Mbps (1:1) at **Information Security Lab, CSE Department AT PEC UNIVERSITY OF TECHNOLOGY, SECTOR-12, CHANDIGARH.**
2. The undersigned hereby certify that our firm has not been blacklisted by the Central / State Govt. / U.T / Board / Corporation / any Govt. authority / PEC University of Technology in past.

Place : \_\_\_\_\_  
Dated : \_\_\_\_\_

**Authorized Signatory of  
Firm/Deponent**

**VERIFICATION:**

I the above named signatory/deponent do hereby solemnly affirm & declare that the contents of this affidavit are true to the best of my knowledge & nothing has been concealed therein.

Place : \_\_\_\_\_  
Dated: \_\_\_\_\_

**Authorized Signatory of  
Firm/Deponent**

SECTION IV

FINANCIAL BID

**Commercial Bid consisting of the following:**

- Financial (Price) bid is to be submitted online in excel sheet provided.

SECTION V  
FUNCTIONAL REQUIREMENTS, TERMS AND CONDITIONS OF CONTRACT

**1. Functional requirements for the Internet connection:**

ISP will be required to sign service level agreement having the following clauses:

- 10 Mbps Internet Data Transfer Rate upgradeable at any time within two weeks of request.
- Compression ratio 1:1 from international gateway.
- ISP will provide all the necessary hardware equipment.
- Any other permission required for setting up the Internet Connectivity from the concerned agency would be the responsibility of the ISP.
- Packet Losses: Less than 1 percent when checked from USA server at 70 percent load of the contracted Data Transfer Rate.
- Latency: Less than 500 m sec when checked from USA server to the router located at PEC.
- Configure the Hardware (CISCO 2921).
- Throughput Guarantee: 100 percent.
- Reports for performance monitoring/usage to be submitted by the ISP when ever asked for the reports Daily Basis Weekly basis Monthly basis, Quarterly basis
- The ISP will be responsible for implementing the software at the Client side for Data Transfer Rate utilization, up time, packet loss, ping time etc.
- Creditable Outage: In case of the above parameters going out of specification, PEC will be compensated in this respect by the extended time for the loss of hours in degraded service also If the Services are not found satisfactory, PEC reserves the right to cancel the contract with one month notice period.
- The Lab already has the router CISCO Model: CISCO 2921 with following Interfaces: Fast Ethernet- 2Ports, Console-1, Serial – 1, Interface Card (Module Slot) -1
- The ISP must provide entire connectivity up till the Ethernet Port of Dept. of CSE in Information Security Lab (CSRC), PEC University of Technology, router and the termination of the last mile should be made in the Network Rack installed in Dept. of CSE in Information Security Lab (CSRC).
- The ISP should have well-defined 24 x 7 x 365 capabilities which is operational (including adequate support facility in tri-city i.e Chandigarh/Mohali/Panchkula) and procedures to track call resolution progress status and provide the updates to the customer. In addition, ISP should have well defined management and technical escalation procedures. (Attach the Service Call escalation procedure with contact details (24x7)). Please provide Toll Free numbr.
- Installation and commissioning of the link with appropriate wired leased line or Fiber Link.

**Note:** Digging roads or trenching inside the campus for laying down the fiber cable is not allowed, however, the Institute has already laid down ducts from Gate No. 1 to Site of Provision for providing the connectivity. The vender has to use these duct to lay its own fibre cable for providing last mile connectivity. If the selected vendor already has its underground cable up to CSRC, they can use their existing cable for providing internet services.

## 2. Terms & Conditions:

- i. The contract shall be valid for a period of one year starting from 15/03/2017 to 14/03/2018. However, the institute reserves the right to review the contract before the expiry period of 12 months depending upon the need for continuity and may extend the contract on mutual agreement for further period up to a maximum of one year in which case the ISP will certify that it has not quoted for the same link of 10 Mbps (1:1) at a price lower than being offered to institute
- ii. The contract will be awarded to the successful bidder(s) whose bid has been determined as the Lowest Commercial bid (L1).
- iii. Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.
- iv. The rates quoted should be in Indian currency (Rs.) and inclusive of all the taxes. This Institute being a Premier Education and Research Institution funded by Govt. of India, discount as applicable to Research Institutes / Educational Institutes may be provided in the quote.
- v. The payments shall be made on quarterly basis after obtaining a satisfactory report from Head, Cyber Security research Centre.
- vi. The selected vendor/ successful bidder will be required to furnish performance security @ 5% of the value of the contract. Performance security may be furnished in the form of bank guarantee/ fixed deposit receipt from a commercial bank, in the name of Director PEC University of Technology, Chandigarh. Performance security shall remain valid from a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- vii. The responsibilities and requirements if any to be met by PEC University of Technology side must be mentioned clearly. ISP should bear financial penalties which is 2% of the total cost for any delay in installation due to non-availability of approvals and violations if any.
- viii. The successful bidder will have to sign a Service Level Agreement with the institute detailing the terms and conditions of tender document.
- ix. The Tender should be valid for three months from the date of opening.
- x. All the tenders should be addressed to the Head Cyber Security Research Centre, Deptt. of Computer Sc. & Engg., PEC University of Technology, Sector 12, Chandigarh-160012.
- xi. The ISP should have a redundancy in International Gateway Bandwidth.
- xii. The Service provider should provide DNS service including reverse lookups.
- xiii. For the delivery & installation of link setup a maximum time of 3 weeks from the date of purchase order. The bidder would ensure that the local loop provisioning does not violate regulations as laid by GOI/TRAI in respect of such links/Networks. Bidder will be responsible for making all Payments towards the local loop charges/Rentals/WPC charges etc.
- xiv. Installation includes the tuning and switching between both the setup of existing link and new link so that there should be almost zero hour's breakdown.
- xv. Quoting firm must put page number on every page of the bid. It is also required that page numbers of the document attached should be mentioned against each item of the main bid. Every bid document should be signed and stamped by the authorized signatory.

- xvi. The firms who have been blacklisted by the Central / State Govt. / U.T / Board / Corporation / any Govt. authority / PEC University of Technology are not eligible to quote. Affidavit regarding Non-Blacklisting of firm attested by Executive Magistrate/Notary Public as per format at Annexure-3.1, shall be submitted by the tendering firm in physical form and copy of same to be uploaded online.
- xvii. Firm having Minimum Annual turnover of Rs.5.00 Lacs in each of the last three Financial Years 2013-14, 2014-15 & 2015-16 are eligible to apply. Scanned copies of Audited financial statements for the last three financial years 2013-14, 2014-15 & 2015-16 shall be submitted as proof.
- xviii. Photocopies of letter of Awards of contract & its Completion certificate to establish eligibility.
- xix. All disputes are subject to Chandigarh jurisdiction.

## 2. Penalty Charges:

- 1) The Vendor will be responsible for the comprehensive maintenance of equipment supplied during contract for a period of 15months, after the acceptance of installation & testing of hardware. In case of default, PEC will have the right to arrange maintenance at the risk and cost of vendor, from any other source and shall raise bills to vendor. The amount so spent will be deducted from the payment of vendor.
- 2) The revised rates of the ISP will have to be constantly informed to PEC. In case there is a downward revision of prices in the cost the benefit will be provided by the ISP to the PEC, however if there is increase in the cost during the contract period same will be borne by the firm.
- 3) The vendor will also maintain the Equipment/ Services for efficient running at all times during its warranty period. However, average uptime during a quarter should not be less than 99%. In case the vendor/ISP fails to maintain the said uptime, the vendor/ISP will be liable for penalty @ 1% of the cost of the total quarterly rate. Even if a peripheral or part of the equipment supplied by ISP is not working, the system will be considered as down.
- 5) Uptime shall be calculated as: **(Total Time – Down Time) X 100**  
**Total Time**  
 The Downtime will be counted from the time when the complaint to ISP is registered/ logged by PEC. This uptime period will start if the link up till the PEC router is found active when checked from internal LAN.
- 6) The services shall be provided 24\*7 \*365 days. The vendor will rectify the faults failing which; the vendor will arrange temporary arrangements.
- 7) The vendor will do preventive maintenance once a quarter for upkeep of the equipment supplied by him. This schedule will have to be adhered to strictly by him. Preventive Maintenance should generally be done on Non-working days/Beyond General college Hours.
- 8) The equipment and other components if any, provided by the ISP have to be fully maintained by the ISP. However PEC shall be responsible for the physical security for such equipments.
- 9) The Data Transfer Rate as provided by the ISP will be constantly checked via servers or any other software installed in PEC. However the vendor is free to monitor the bandwidth and the data transfer rate at its own end.
- 10) All these terms and conditions will be applicable during Warranty and Post Warranty period.

11) Any Breakdown calls made before 1400 hrs is to attended on same day and call made after 1400 hrs and cleared before 1200 hrs of next working day will not attract any penalty. Otherwise the penalty will be levied @ Rs 1000/- per day.

- 3 ISP PROJECT MANAGER:** The ISP shall ensure that at all times during the currency of the contract an ISP project Manager, acceptable to the client, shall take charge of the performance of the contract.
- 4 DOCUMENTS PREPARED BY THE ISP TO BE THE PROPERTY OF THE CLIENT:** All plans, drawings, specifications, designs and other documents prepared by the ISP in the execution of the contract shall become and remain the property of the client, and before termination or expiration of this contract, the ISP shall deliver all such documents to the client under the contract along with the detailed inventory thereof.
- 5 CONFIDENTIALITY:** The ISP or sub-contractor(s) and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the client's business or operations without the prior written consent of the client.
- 6 FORCE MAJEURE:**
  - 1) Notwithstanding the provisions of the tender, the ISP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance are other failure to perform its obligations under the contract is the result of an event of Force Majeure.
  - 2) For purposes of this Clause, "Force Majeure" means an event beyond the control of the ISP and not involving the ISP and not involving the ISP's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 3) If a Force Majeure situation arises, the ISP shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the ISP shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The client may terminate this contract, by giving a written notice of minimum 30 days to the ISP, if as a result of Force Majeure, the ISP being unable to perform a material portion of the services for a period of more than 60 days.
  - 4) In the event, the vendor's company or concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with the Purchaser shall be passed on to the new company/division for compliance by the new company on the negotiations.
  - 5) If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed, with respect to the original product shall be passed on to the Purchaser and the obligations of the vendor towards the Purchaser in respect of the product with old name shall be passed on to the product so renamed.

## PERFORMANCE SECURITY FORM

(on Non-Judicial Paper)

### BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

To

The President of India, through the Director  
PEC University of Technology, Sector-12,  
Chandigarh-160012

Dear Sir,

Sub: \_\_\_\_\_

1. You, on behalf of President of India, have entered into a contract with reference No. \_\_\_\_\_ with \_\_\_\_\_ (herewith after referred to "as the contractor") for supply of (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the Contractor has undertaken to produce a Bank Guarantee for Rs. \_\_\_\_\_ being 5% of (Rs. \_\_\_\_\_) of the total value of the said stores supplied to you for the due fulfillment of its obligations to the President of India for due performance as per the contract during warranty period.
3. In consideration thereof, we happily expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the contractor that in the event that the President of India submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on the written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise the same in any manner at any time and either to forbear or to enforce any covenant continued or implied in the said contract or any other course remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our bank from its obligation under this guarantee.
5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_) and the guarantee shall remain in force upto and including the day of being reported to us by you returned to us duly discharged.

6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be prescribed and we shall be discharge from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitutions of our Bank or of the contractor or for any other reason whatsoever.  
We \_\_\_\_\_, Lastly undertake not to revoke this guarantee during its currency except with the prior consent from your office in writing. Not with standing anything contained herein:
- i. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees. \_\_\_\_\_).
  - ii. This Bank Guarantee shall be valid upto \_\_\_\_\_.
  - iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

This Bank Guarantee shall be returned to our Name of the Bank, Branch at Office Address, once the purpose of the issuance has been fulfilled or upon expiry of this guarantee whichever is earlier. Even return of Original Bank Guarantee is essential for invoking the guarantee with specific request letter from the beneficiary.

Wittness: \_\_\_\_\_, Signature \_\_\_\_\_

Wittness: \_\_\_\_\_, Signature \_\_\_\_\_

For \_\_\_\_\_ Bank

For \_\_\_\_\_ Bank

**Authorized Signatory**

**Authorized Signatory**