

Guru Gobind Singh Indraprastha University ("A State University established by Govt. of NCT of Delhi") Sector 16-C, Dwarka, New Delhi-110 078 Ph: 011-25302149-150 Email: purchasebranch@ipu.ac.in Website: www.ipu.ac.in



Dated:28.08.2024

## TENDER No.07/PUR/GGSIPU/2024-25

## **E-TENDER (NIT)**

The Registrar, Guru Gobind Singh Indraprastha University invites e-tender from OEM or authorized distributor/ supplier / seller in two bid system (Technical & Financial) for the Supply and Installation of 15000 nos. of Google Workspace for Education Plus (paid students licenses) & 3750 (Free) Google workspace for Education (4:1 Free Faculty license) for 03 years under Proprietary Article Certificate (PAC) at Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi-110078. The Tender document can also be downloaded from Delhi Govt. e-procurement website i.e.<u>www.govtprocurement.delhi.gov.in</u>. The details of Tender document can also be viewed from University Website <u>http://www.ipu.ac.in</u>.

1.	Name of work	Supply and Installation of 15000 nos. of Google Workspace for Education Plus (paid students licenses) & 3750 (Free) Google workspace for Education (4:1 Free Faculty license) under Proprietary Article Certificate (PAC) at Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi-110078.	
2.	The last date and time of uploading technical and financial bid on e- procurement website.	17.09.2024 Upto 01.00 p.m.	
2.	Pre-bid meeting Date & Time	03.09.2024 at 11:00 a.m.	
3.	Date and time for opening of Technical bid	17.09.2024 at 02.30 p.m.	
4.	Estimated Cost of Material	Rs. 76,50,000/- (exclusive of GST)	
5.	Earnest Money Deposit (EMD)	Rs. 2,29,500/- (3% of the estimated cost)	
5.	The bids shall be submitted in two stages viz.(i) <i>Technical bid</i> (ii) <i>Financial bid</i> . The Detailed specification of the item(s) to be supplied is placed at <u>Section-III Annexure-G</u> . The Technical & Financial bid should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in (No documents are needed to be submitted in hard copy).		
6.	1	ed after evaluation of technical bid and the date & time will be der website <u>www.govtprocurement.delhi.gov.in</u>	



# TENDER DOCUMENT

## FOR

Supply and Installation of 15000 nos. of Google Workspace for Education Plus (paid students licenses) & 3750 (Free) Google workspace for Education (4:1 Free Faculty license) for 03 years

AT

Guru Gobind Singh Indraprastha University [A state University under Govt. of NCT of Delhi] Sector-16C, Dwarka, New Delhi-110078.

> Dy. Registrar (Purchase) Room No. L 010, Ground Floor, Library Block, GGSIPU, Sector 16C, Dwarka, New Delhi 110078 Contact Nos.011 25302149-150 Email: purchasebranch@ipu.ac.in

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# NOTICE INVITING TENDER

The Registrar, Guru Gobind Singh Indraprastha University (GGSIPU) invites e-tender (in two bid system – Part I & II) from OEM or authorized distributor/ supplier / seller for the following on Supply & installation basis:

- 1. Particulars of Items: Details of the items with specification is mentioned at Annexure-G
- 2. Completion period: Supply and installation within 30 days from the date of issue of award of the tender/issue of Purchase Order, whichever is later.
- **3.** Availability of Tender Document: Tender Documents with detailed terms & conditions can be downloaded from Delhi govt. e-procurement website.
- 4. **Qualification of the Tenderer:** The bidder must upload the documents on eprocurement website as per the **clause 13 of the tender**.
- **5.** Validity Period of Offer: The rates offered in Part II (Financial bid) should be valid for one hundred and eighty (180) days from the date of opening of Part I (Technical bid) of the Tender.
- 6. Receipt and opening of Tender: The Technical Bid will be opened on the same day at 02.30 pm.
- **7.** GGSIPU reserve the right to accept or reject any or all the tenders wholly or partially without assigning any reason thereof.

## **SECTION-I**

## **INSTRUCTIONS TO BIDDERS**

## 8.0 Scope & Work

The work consists of:

- 8.1 Supply and Installation of 15000 nos. of Google Workspace for Education Plus (paid students licenses) & 3750 (Free) Google workspace for Education (4:1 Free Faculty license) for 03 years at Guru Gobind Singh Indraprastha University, Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi-110078 as per specification in Section-III (Annexure-G).
- 8.2 **24 x 7 Technical Support through phone and email and Web-based (Help center, user to user forum.) support** for a period of three (03) years from the date of completion/ installation for all the supplied licenses as certified by the University.

## 9.0 **Definitions:**

- 9.1 GGSIPU means Guru Gobind Singh Indraprastha University, Delhi
- 9.2 University means Guru Gobind Singh Indraprastha University, Delhi
- 9.3 **Employer** means the Registrar, GGSIPU and his successor
- 9.4 **Bidder** means OEM or authorized distributor/ supplier / seller. The tenderer must enclose adequate documents to provide their authorization claim.
- 9.5 "Year" means "Financial year" unless stated otherwise.

## 10.0 Who can apply:

- 10.1 <u>If the bidder is a proprietary firm</u>, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, Contact details etc.
- 10.2 <u>If the bidder is a firm in partnership</u>, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- 10.3 <u>If the bidder is a limited company or a corporation</u>, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The bidder should also furnish a certified copy of the Memorandum and Articles of Association duly attested by a Public Notary.

## 10.4 Joint Venture/ Consortiums are not accepted.

## **11.0** Sealing and Marking of Bids

11.1 Technical bid must be submitted on e-procurement website of each item and the respective Bid-Securing Declaration form for EMD as per **Annexure-I.** 

## 12.0 Bid Submission:

- 12.1 The document comprise of the technical bids alongwith Bid-Securing Declaration Form should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in only (Not to be submitted in hard copy)
- 12.2 Technical bid must be uploaded on e-procurement website and EMD (with validity of 180 days i.e. bid validity period +45 days) in FDR/DD/online only should be submitted in the office.
- 12.3 (i) The bidder shall submit "Earnest Money Deposit" of Rs. 2,29,500/- (3% of the estimated cost) alongwith covering letter in original (No other documents need to be submit in hard copy) in an envelope addressed to The Deputy Registrar (Purchase), Guru Gobind Singh Indraprastha University, Sector 16-C, Dwarka, New Delhi-110078 only in case of EMD is in shape of FDR/ DD.
  - (ii) EMD can also be deposited in online mode in University Bank Account as per details below:

	RTGS/ECS Details				
1.	Accounts Holder Name	Registrar, Guru Gobind Singh			
		Indraprastha University			
2.	Account No.	927860555			
3.	IFSC Code	IDIB000G082			
4.	Bank Name	Indian Bank			
5.	MICR Code	110019071			
6.	Account type	SB (Saving)			
7.	CBS Code/ Branch Code	02029			
8.	Branch Name & Address	GGSIPU, Sector-16C, Dwarka, New			
		Delhi -110078			
9.	Banker's Phone No.	011-28035244			

- (iii) EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category of equipments with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.
- 12.4 The envelope containing EMD shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is declared non-responsive.
- 12.5 In case of submission of EMD Online (RTGS/ NEFT), there is no requirement of physical submission. A Declaration should be submitted with details of RTGS/ NEFT.
- 12.6 A **pre-bid meeting** shall be held on **03.09.2024 at 11:00 AM** in the Purchase Branch, GGSIPU University with the interested and prospective bidders to resolve their queries and issues clarification (if any).
- 12.7 The **"Financial Bid"** shall comprise of the price bids uploaded on e-tender website i.e. <u>www.govtprocurement.delhi.gov.in</u>
- 12.8 Each page of the Technical Bid, Tender Document must be signed by the authorized signatory of the bidder.

12.9 Conditions other than those laid down in the Tender document will not be entertained.

## 13.0 Eligibility Criteria for Technical Bid

The formats/Annexure for the documents to be submitted, with Technical bids are placed at (Annexure–A to Annexure G):

13.1	Letter of Transmittal	Annexure – A
	Declaration by Bidder	Annexure – A1
	Compliance to Bid Requirement	Annexure – A2
	Declaration by the Bidder	Annexure – A3
	Organizational Structure: - Legal status of the	
	company/ organization with legal proof along with	Annexure - B
	certified copies.	
13.2	Income Tax Registration (PAN No. )	Attach certified
	GST Registration Number	copies
13.3	<b>Experience Criteria</b> : The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company/ University/ Govt. Institute & other reputed organizations for three (03) years before the bid opening date. The copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.	Attach certified copies
13.4	Average financial turnover of <b>Rs.38,00,000/- for the</b> equipment of the Bidder during the immediate last three (03) consecutive financial years, duly audited, signed & stamped by a Chartered Accountant. The bidder should not have incurred losses in more than two years in the last (03) consecutive financial years along with copies of audited profit and loss account of last three years.	Annexure C
13.5	Firm should have executed at least one of the following same/ similar nature of work order in the last three (03) years: One single order of similar work having value of <b>Rs.13,30,000/-</b> OR Two similar work having value of <b>Rs. 7,60,000/- each.</b> OR Three similar work having value of <b>Rs.3,80,000/- each</b> <b>Explanation:</b> Same and Similar nature of equipment means the work of supply and installation of similar or equivalent equipments mentioned at <b>Annexure-G</b> in public sector undertaking, Govt. department, Educational Institutions, Research Institutional or in reputed private sector. This should be certified by an authorized officer of the client organization on its letter-head.	Annexure D
13.6	The bidder should enclose:	Annexure – E

13.7	<ul> <li>a. That the bidder/ organization should not have been debarred or blacklisted by any of the Central/State Government/Departments /Organizations/Central or State PSU in last three (03) years. In case the debarment or blacklisted has been revoked by the department or court, then it shall not be considered as blacklisting or debarment.</li> <li>b. A declaration of fair business practice by the Bidder.</li> <li>c. The bidder/ tenderer shall submit an undertaking on its letter head, duly signed and stamped, that none of the staff, faculty members, relatives, etc. of the University are related directly or indirectly to any employees of the bidder/ tenderer. In the event of the University coming to know or pointed about the same, the bidder/ tenderer undertakes to deposit appropriate penalty as may be decided by the Committee. Such bidders/ tenderers shall be liable to be blacklisted.</li> </ul>	
13.7	applicable) is required to be submitted by the prospective bidders in the prescribed format as per Rule 144 (xi) of GFR 2017 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.	Annexure – F
13.8	The bidder must submit a certificate of compliance	As per
	report of each item of the bid.	Annexure - G
13.9	The Bidder should enclose a certificate that the Manufacturer/ firm/ bidder have a authorized service centre in Delhi.	Certificate to be provided
13.10	Bid Specific Authorization letter of the OEM Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturer's Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.	Attach copy of proof
13.11	The Bidder should enclose a certificate to provide Technical Support as per the scope of work and technical specifications of the licenses mentioned in Section-III of the tender document for a period of three (03 years) from the last date of completion/ installation for all the supplied licenses as certified by the University.	Certificate to be provided
13.12	Earnest Money Deposit (EMD) of Rs.2,29,500/- (3% of the estimated cost)	As per Clause 12.3 to 12.5 of the tender document.

13.13	The bidder should be ISO 9001 certified. A copy of	Copy to be provided
	the ISO Certificate should be enclosed.	
13.14	MII Purchase Preference	No

All the documents should be self-attested by the bidder. The University reserves the right to independently verify the documents submitted by the bidder from the issuing authority.

## 14.0 Opening of Technical Bids & Evaluation:-

- 14.1 The details submitted by the bidders will be evaluated in the following manner:
- 14.2 The "Initial Technical Eligibility criteria" as prescribed in the **Clause 13** (**13.1 to 13.13**) of the tender document will be evaluated by the University.
- 14.3 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:
  - a. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
  - b. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

## **15.0** Opening of Financial bid and evaluation:

After Technical evaluation of the bids, the University will open the 'Financial Bids' of all the eligible bidders who have qualified in the Technical Eligibility Criteria as per Clause 13, at notified time, date and place, if any. **The lowest financial bidder shall only be considered for award of work**.

## 16.0 Earnest Money Deposit:

- 16.1 The **Earnest Money Deposit (EMD)** alongwith covering letter must be submitted in hard copy as per details mentioned above at **point No.12.1 to 12.5.**
- 16.2 Tenders with no Earnest Money Deposit will summarily be rejected. In case of successful bidder of the financial bids, the earnest money will be returned after obtaining the required **5% Performance Security** in the form of FDR/BG (**FDR/BG should be valid for a period of 38 months**) from the date of installation.
- 16.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.
- 16.4 Those firms/ suppliers which are registered with MSME /MSE for the items mentioned in the tender document, are exempted for submission of EMD only and are required to submit a copy of valid registration certificate in place of EMD as per GFR 170(i) and clause 12 (iii) of the tender document.

## **17.0** Financial Bid:

The bidder shall quote unit item rates in INR only. No alterations in the form of tender, in the schedule of quantities or additions (Financial Bid) etc. shall be permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as Final. The rates quoted in

schedule of quantity (Financial Bid) should include all taxes, insurance, assembling, installation, commissioning of the item or as specified in the work order and no extra amount shall be paid.

## 18.0 General:

- 18.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a "Nil" or "No Such Case" entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that incomplete information may result in the tender document or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.
- 18.2 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 18.3 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.
- 18.4 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 18.5 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in GGSIPU which may also result in forfeiture of performance security.
- 18.6 The successful bidder shall have to work in coordination and cooperation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and binding.
- 18.7 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract / **award of work** that will be in force from time to time shall be recovered / deducted from the released payment amount.
- 18.8 GST or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the bidder and the University will not entertain any claim whatsoever in respect of the same.
- 18.9 The bidder shall have to make his own arrangement at no extra cost to the University for Supply, Installation and Commissioning of the items in the University.
- 18.10 On acceptance of the tender, the name of the accredited representative(s) of the bidder who would be responsible for taking instructions from the University shall be communicated in writing to the Registrar.

- 18.11 If the bidder shall obtain a contract with GGSIPU as a result of wrong tendering or other non-bonafide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the bidder, which may also result to forfeiture of performance security.
- 18.12 Without prejudice to any of the rights or remedies under this contract if the bidder dies, the University shall have the option of terminating the contract without compensation to the legal heir of the bidder.
- 18.13 **Escalation:** Increase in rates of items shall not be payable on any account. Price quoted shall be firm and no escalation will be allowed on any account.
- 18.14 The bidder's Earnest Money Deposit (EMD) will be forfeited if the bidder: i) withdraws or amends its/ his tender; ii) impairs or derogates from the tender in any respect within the period of validity of the tender; iii) If the bidder does not accept the correction of his bid price during evaluation; and iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.
- 18.15 The selected bidder has to sign on an agreement with University on a stamp paper after issue of Purchase / Work order.

## **19.0** Scope of Work

- 19.1 Supply and Installation of 15000 nos. of Google Workspace for Education Plus (paid students licenses) & 3750 (Free) Google workspace for Education (4:1 Free Faculty license) at Guru Gobind Singh Indraprastha University, Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi-110078 as per specification in **Section-III.**
- 19.2 **24 x 7 Technical Support through phone and email and Web-based (Help center, user to user forum.) support** for a period of three (03) years from the date of completion/ installation for all the supplied licenses as certified by the University.

## 20.1 Specification of the item Work and Quality

The procurement of item shall be as per the specifications as per the **Section-III** and must be received either from the OEM or authorized distributor/ supplier / seller to ensure that no duplicate/spurious item are supplied to the University. The supplier itself or through the OEM shall provide 24 x 7 Technical Support through phone and email and Web-based (Help center, user to user forum.) support for a period of three (03) years from the date of completion/ installation for all the supplied licenses as certified by the University.

- 20.2 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:(a) Amend the scope and value of contract to the bidder.
  - (b) Reject any or all the applications without assigning any reason.
- 20.3 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.

# 20.4 The training to the University officials, if required will be provided by the supplier itself or through the OEM.

- 20.5 **Default in After Sales Service:** In the event of any default and/or unsatisfactory after sales service by the supplier/ tenderer/ vendor/ firm, the Competent Authority of the University will be at liberty to get the item maintained/serviced from other source/party at the cost of vendor. All the cost has to be borne by the vendor / supplier of the item.
- 20.6 The suppliers should ensure that:
  - a) Legal software is supplied in original sealed pouches/pkt.
  - b) A license agreement is enclosed with it
  - c) A registration card is available in software.

## 21.0 Final decision making authority

The University reserves the right to accept or reject any bid and to cancel the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the university to the bidder (s).

## 22.0 Summary Rejection of tender:

22.1 The Tenders without **Bid-Securing Declaration for EMD** shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

## 23.0 Particular provisions

- 23.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 23.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

## 24.0 Amendment of tender document:

- 24.1 Before the deadline for submission of tender, the University can modify the tender document by issuing corrigendum.
- 24.2 Any Corrigendum thus issued shall be a part of the tender document and shall be uploaded on the e-procurement website (www.govtprocurement.delhi.gov.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

## 25.0 Validity of Tender:

**One Eighty days** from the date of opening of the **Technical Bid** of the tender. During this period no bidder shall be allowed to modify/ withdraw its tender.

## **26.0 Performance Guarantee:**

- 26.1 The successful bidder shall be required to furnish a **Performance Guarantee of 5%** after successfully supply/ installation of the item in the University. The Performance Security should remain valid for a period of 60 days beyond contractual obligations of the supplier including validity obligations i.e. 36 months. The Performance Guarantee shall be accepted in the following form and shall be in favour of "Registrar, GGSIPU", payable at Delhi with a validity of months as under:
  - i. Fixed deposit receipt (FDR) of a nationalized bank
  - ii. Bank Guarantee (Annexure-J)
- 26.2 Performance Guarantee will be refunded after completion of the validity period of licenses i.e. 36 months + 2 months beyond contractual obligations of the supplier.
- 26.3 In case of non-submission of Performance Guarantee within specified time, the University may consider to blacklist/ debar the bidder.
- 26.4 In case a fixed deposit receipt/ Bank Guarantee of any bank is furnished by the bidder to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said instrument. The loss caused thereby shall fall on the supplier and the supplier shall forthwith on demand furnish additional security to the University to make good the deficit.

## 27.0 Maintenance/ Support

The bidder shall provide 24 x 7 Technical Support through phone and email and Web-based (Help center, user to user forum.) support for a period of three (03) years from the date of completion/ installation for all the supplied licenses as certified by the University and shall be responsible for any issues for non-functioning of the licenses. They shall provide immediate support without any exception and recourse, free of cost.

The bidder is responsible for supply and installation of the item. The bidder will test the item and accomplish the adjustments necessary for successful and continuous operation of the item supplied/ installed in the University and shall ensure maintenance of the supplied products during the validity period. All the maintenance/ solution to the issues that arises thereof shall be done by the bidder totally free of cost.

## 28.0 Delivery Period

The items covered under this tender are required to be delivered and installed at UITS, Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi -110078 or as prescribed by the UITS within 30 days from the date of award of the tender/ issue of work order, whichever is later.

## 29.0 Payment Terms

- 29.1 The rate/ plan shall be fixed for a term of three (03) years but the payment shall be made on Annual Basis (Base rate + GST) and will be released after satisfactory installation & commissioning / renewal of the Licenses and receipt of Performance Guarantee of the licenses.
- 29.2 Each invoice should be submitted in duplicate clearly specifying contact no, Item description, quantity, unit price, total amount, bank details, etc.
- 29.3 No advance payment will be made under any circumstances.

## **30.0** Delay and Non Conformance

- 30.1 If the bidder fails to install the licenses with in the period specified in the Purchase Order, the University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 1% (one percent) of the contract price of the delayed goods weekly or part thereof of delay until actual delivery. The penalties will be maximum of 10% of the contract amount / awarded value.
- 30.2 In case of extraordinary delay or beyond 90 days of stipulated delivery period, the University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/en-cash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

## 31.0 Services during Contract Validity Period

- 31.1 After having been notified of the non-functioning/ service requirement of the item during the Contract Validity Period of three (03) years, the supplier itself or through its OEM has to complete the required Service/ Rectification immediately or **within 05** days maximum time limit.
- 31.2 If the Seller fails to complete service/ rectification with defined time limit, **a penalty** of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. The Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security.
- 31.3 The Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service/ rectification/ maintenance done from alternate sources at the risk and cost of the Supplier besides forfeiture of Performance Security. The Supplier shall be liable to re-imburse the cost of such service/ rectification/ maintenance to the Buyer.

## 32.0 Substitution and Wrong Supplies

Unauthorized substitution or the items delivered in error of wrong specification or quality or supplied in excess quantity or rejected items shall be returned to the bidder at bidder's cost and risk.

## **33.0** Arbitration and Settlement of Disputes:

- 33.1 The University and the bidder shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.
- 33.2 If after thirty (30) days from the commencement of such informal negotiations, the University and the supplier are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:
- 33.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof

shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University.

- 33.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the bidder is specifically directed by University to desist from working in this behalf.
- 33.2.3 The venue of arbitration shall be Delhi/ New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only
- 33.2.4 It is also a term of that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- **34.0** Force Majeure For purpose of this Clause, Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.

If a Force Majeure situation arises, the supplier shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **SECTION II**

## INFORMATION REGARDING TECHNICAL ELIGIBILITY (Annexure A to F)

## LETTER OF TRANSMITTAL

From:

То

**The Registrar** GGS IPU Sector 16C, Dwarka, Delhi

Sub: Submission of Tender Document for "Supply and Installation of 15000 nos. of Google Workspace for Education Plus (paid students licenses) & 3750 (Free) Google workspace for Education (4:1 Free Faculty license) for 03 years at Guru Gobind Singh Indraprastha University, Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi-110078".

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

- 1. I/we hereby certify that all the statement made and information supplied in the enclosed annexure / forms accompanying statement are true and correct.
- 2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply & Installation.
- 3. I/we submit the requisite certified solvency certificate and authorize the Registrar, GGSIPU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

## **DECLARATION BY THE BIDDER**

We \_\_\_\_\_\_ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Quantities) and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

SIGNATURE OF BIDDER :		
NAME OF BIDDER	:	
COMPANY SEAL	:	

**Note :** This declaration should be signed by the Bidder's representative who is signing the Bid.

## COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by GGSIPU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER	:	
NAME OF BIDDER	:	
COMPANY SEAL	:	

## **DECLARATION BY THE BIDDER**

We \_\_\_\_\_\_ (Name of the Bidder) hereby declare that the item for which we have quoted our price in the Financial Bid would not be an item used so far for demo/any other purposes and will be unused (brand new).

SIGNATURE OF BIDDER	:
NAME OF BIDDER	:
COMPANY SEAL	:

**Note:** This declaration should be signed by the Bidder's representative who is signing the Bid.

## **ORGANISATION STRUCTURE**

:

- 1. Name & Address of the Bidder :
- 2. Telephone No./Fax No./ e-mail
- 3. Legal status of the Bidder (attach copies of original document defining the legal status)
  - a) An Individual
  - b) A proprietary firm
  - c) A firm in partnership
  - d) A limited company or Corporation
  - e) A Public Sector Undertaking
- Particulars of registration with various Government Bodies (Attach attested Photo Copy)
   Organization /Place of registration
   Registration No
- 5. A. PAN No. -----B. GST No. -----
- 6. Names and Titles of Directors & Officers with designation to be concerned with this work.
- 7. Name & Designation of individuals authorized to act for the organization : (Pl attach power of attorney in favour of authorized representative duly signed by authorized signatory)
- 8. Has the Bidder ever required to suspend work for a period of more than six months continuously after you commenced the business? If so, give the name of the project and reasons of suspension of work.
- 9. Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
- 10. Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.
- 11. Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
- 13. Any other information considered necessary but not included above. :

(Stamp, Name & Signature of Bidder)

:

:

:

## **DETAILS OF ANNUAL TURNOVER**

## A. FINANCIAL DETAILS

Financial Years	Gross Annual Turnover (In Lakhs)	Profit/Loss (In Lakhs)
2020-2021		
2021-2022		
2022-2023		

## **B.** AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR ABOVE THREE YEARS TO BE SUBMITTED. MUST BE ATTESTED BY THE CHARTERED ACCOUNTANT.

Signature & stamp by Chartered Accountant

(Stamp, Name & Signature of Bidder)

## DETAILS OF SUPPLY OF ITEMS (AS PER SPECIFICATION GIVEN IN SECTION III BELOW) IN LAST 03 (THREE) YEARS

S. NO.	POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBER	PURCHASE/ SUPPLY ORDER NO.	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE

(Stamp, Name & Signature of Bidder)

## DECLARATION FOR FAIR BUSINESS BY THE BIDDER/ NON-RELATIVITY/ NOT BLACKLISTED

This is to certify that We, M/s\_\_\_\_\_ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understood that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be fortified and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/ debarred by any of the Government/Public Sector Agency in last three years.
- ix) We do not have any relative/ employee associated with Guru Gobind Singh Indraprastha University.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

Procurement of GOODS

## Form 1.2: Eligibility Declarations

(Ref ITB-clause 9.2)

(To be submitted as part of Technical bid)

(On Company Letter-head)

(Along with supporting documents, if any)

Tender Document No. Tend No. / xxxx; Tender Title: GOODS

Bidder's Name\_

[Address and Contact Details]

Bidder's Reference No.\_\_\_\_\_ Date.....

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

## **Eligibility Declarations**

(Please tick appropriate boxes or cross out any declaration not applicable to the Bidder)

We hereby confirm that we are comply with all the stipulation of NIT-clause 3 and ITBclause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

- 1) Legal Entity of Bidder:
- OEM/ Manufacturer/ Agent/ Dealership Status:
- 3) We 🗆 are/ 🗆 are not a JV
- 4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
  - are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
  - b) (including our Contractors/ subcontractors for any part of the contract):
    - Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
    - (ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

- c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
- We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
- e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017: We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- (b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

#### MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:.....
- b) We attach herewith, Udhyam Registration Certificate with the Udhyam Registration Number as proof of our being MSE registered on the Udhyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners):.....

## 7) Start-up Status

we confirm that we  $\Box$  are/ $\Box$  are not a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8) Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related

notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

## (a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age			
Location(s)	of	value	
addition			

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

Class-I Local Supplier/

Class-II Local Supplier/

Non-Local Supplier.

## (b) We also declare that

There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

## 9) Self-Declaration by Indian Agents/ Associates of Foreign Principals

- (a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a bonafide business as per Indian Laws – are submitted as part of Form 1.1 annexed herewith.
- (b) Agency Agreement shall be submitted with Form 1.4. It shall cover
  - the precise relationship, services to be rendered, mutual interests in business - generally and/ or specifically for the tender and
  - (ii) any payment the agent or associate receives in India or abroad from the foreign OEM/ principal, whether a commission or a general retainer fee.
- (c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).
- (d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.
- (e) Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in

## Annexure-G

## **SECTION III**

## **TECHNICAL SPECIFICATIONS**

S.No.	Specifications	Quantity	Total Estimated price	EMD (Rs.)@3%
			(inclusive of GST)	
1.	<ul> <li>Google Workspace for Education Plus</li> <li>(Paid Student License) (Domain Name - ipu.ac.in)</li> <li>Google for Education - 100 TB Shared Storage + 20 GB Per User (Total Storage = 475 TB)</li> <li>1000 Google Meet Participant Limit</li> <li>Meet Video recording &amp; Live Streaming</li> <li>Attendance &amp; Breakout Rooms</li> <li>Unlimited originality reports</li> <li>QA, Polling &amp; noise cancellation</li> <li>Calendar - Simple, Sharing for Teamwork</li> <li>Gtalk - Text, Voice &amp; Video with Meet</li> <li>Google Drive &amp; Google Docs</li> <li>Google Sites - Intranet Portals made easy</li> <li>Google Vault Features</li> <li>Google Data Leakage Prevention</li> <li>BigQuery Analytics</li> </ul>	15000	Rs. 76,50,000/-	Rs.2,29,500/-
2.	Google Workspace for Education Plus (4:1 Free Faculty License)	3750 (FREE)		
3.	Technical Support <ul> <li>Phone</li> <li>Email</li> </ul> Web-based (Help center, user to user forum.)	(FREE)		

The rate/ plan shall be fixed for a term of three (03) years but the payment shall be made on Annual Basis (Base rate + GST).

	<b>Google Workspace Features</b>	<b>Education Plus</b>	
S. No.	Teaching, Learning and Productivity		
1	Docs Co-create documents and edit in real time	yes	
2	Timer chips	yes	
3	Stopwatch chips	yes	
4	Custom building blocks	yes	
5	Sheets Collaborate on spreadsheets	yes	
6	Slides Work together on presentations	yes	
7	See speaker notes while presenting in Meet	yes	

	<b>Google Workspace Features</b>	Education Plus	
S. No.	Teaching, Learning and Productivity	1	
8	Co-presenting in Meet	yes	
9	FormsCreate surveys and quizzes	yes	
10	Classroom Assess progress from anywhere	yes	
11	Practice sets	yes	
12	COMING SOON Interactive questions for YouTube videos	yes	
13	Originality reports	Unlimited with peer comparison	
14	COMING SOON Classroom analytics	yes	
15	Class visits	yes	
16	COMING SOON Shareable class templates and classwork	yes	
17	Third-party application add-ons	yes	
18	Roster sync	yes	
19	Assignments Save time grading with your existing LMS	yes	
20	Supports a number of languages	yes	
21	Supports Google Docs, Slides, Microsoft Word, and PowerPoint	yes	
22	Gmail AI-powered protections that block more than 99.9% of spam, phishing and malware Institution-wide email	yes	
23	App Sheet CoreBuild apps without code	yes	
24	Calendar Shared calendars	yes	
25	Meet Video and voice conferencing	1000participants	
26	COMING SOON Tile pairing	yes	
27	Call transcripts	yes	
28	In-domain YouTube live streaming	Up to 100,000	
29	Q&A and polls during live streams	yes	
30	Dial-in access to meetings	US and International	
31	Closed Captioning, viewer initiated	yes	
32	Live translated captions	yes	
33	Recordings saved to Drive	yes	
34	Moderation controls	yes	
35	Hand raising	yes	
36	Digital white boarding	yes	
37	Custom backgrounds	yes	
38	Polls and Q&A	yes	
39	Breakout rooms	yes	
40	Attendance tracking	yes	
41	Noise cancellation	yes	
42	Sites Easy to create, simple websites	yes	
43	Groups Share and discuss topics together	yes	

	<b>Google Workspace Features</b>	<b>Education Plus</b>				
S. No.	No. Teaching, Learning and Productivity					
44	Document approvals Streamline approvals directly within Drive	yes				
45	TasksStay on top of your tasks	yes				
	Security and Management					
1	Cloud Search Find info and files faster with smart search	yes				
2	Secure cloud storage Secure storage for Photos, Drive, and Gmail	100 TB shared + 20 GB per license				
3	Support Assistance by phone, email, and online	yes				
4	Admin Security and administration controls	yes				
5	Security center	yes				
6	Prevent threats and automatic monitoring in the Security Center	yes				
7	Remediate spam, phishing, malware and more with the investigation tool	yes				
8	Data loss prevention for Gmail, Drive and Chat	yes				
9	Control who can access apps with context-aware access policies	yes				
10	Limit data to the United States or Europe, or distribute globally, with data regions	yes				
11	Scan email attachments in a virtual security sandbox	yes				
12	Target audiences	yes				
13	Endpoint and mobile-device management	yes				
14	Hosted S/MIME for Gmail	yes				
15	Secure LDAP	yes				
16	Advanced Protection Program (beta)	yes				
17	Advanced mobile-device management	yes				
18	Cloud Identity Premium	yes				
19	Gmail and Classroom log analysis in Big Query	yes				
20	Integrate Gmail with compliant third-party archiving tools	yes				
21	Security dashboard reports	yes				
22	Security health page	yes				
23	Google Workspace Migrate (beta)	yes				
24	Automated Groups memberships (beta)	yes				
25	eDiscovery for emails, chats, and files	yes				
26	Retention and archiving for Gmail and Google Meet	yes				
27	Audit reports to track user activity	yes				

The bidder shall provide 24 x 7 Technical Support through phone and email and Webbased (Help center, user to user forum.) support during the entire Contract period on all the items from the last date of installation and shall be responsible for any issues/ problems that develop in functioning of the software licenses. They shall resolve all the issues related to the item supplied, without any exception and recourse, free of cost.

## **Annexure-H**

## SECTION IV

## FINANCIAL BID

# <u>Supply and Installation of Supply and Installation of 15000 nos. of Google Workspace for Education Plus (paid students licenses) & 3750 (Free) Google workspace for Education (4:1 Free Faculty license) for 03 years at Guru Gobind Singh Indraprastha University, Sector-16C, Dwarka, New Delhi -110078.</u>

S.	Description		Unit	GST	Total
No.		Qty.	Cost		Amount
	Google Workspace for Education Plus	15000	(in Rs.)		(in Rs.)
	<ul> <li>(Paid Student License) (Domain Name -</li> </ul>	13000			
	ipu.ac.in)				
	<ul> <li>Google for Education - 100 TB Shared</li> </ul>				
	Storage + 20 GB Per User (Total Storage =				
	475 TB)				
	<ul> <li>1000 Google Meet Participant Limit</li> </ul>				
	• Meet Video recording & Live Streaming				
1.	Attendance & Breakout Rooms				
	Unlimited originality reports				
	<ul> <li>QA, Polling &amp; noise cancellation</li> <li>Calendar - Simple, Sharing for Teamwork</li> </ul>				
	<ul> <li>Gtalk - Text, Voice &amp; Video with Meet</li> </ul>				
	<ul> <li>Google Drive &amp; Google Docs</li> </ul>				
	<ul> <li>Google Sites - Intranet Portals made easy</li> </ul>				
	Google Vault Features				
	Google Data Leakage Prevention				
	BigQuery Analytics				
2.	Google Workspace for Education Plus	3750			
	(4:1 Free Faculty License)	(FREE)			
	Technical Support				
3.	• Phone	(FREE)			
	• Email Web baged (Help conten uger to uger formum)	Ì, í			
	Web-based(Help center, user to user forum.)				
	Total Amount in Rs.(including all taxes, GST)				

## Note:

- 1. The lowest financial bidder shall only be considered for award of work.
- 2. The rates quoted in the financial bid are not more than the rates charged from any Central/ State Govt. Deptt./PSU / University/Institution/GeM.
- 3. The bidder shall provide 24 x 7 Technical Support through phone and email and Web-based (Help center, user to user forum.) support during the entire Contract period on all the items from the last date of installation and shall be responsible for any issues/ problems that develop in functioning of the software licenses.
- 4. The rates of the items supplied by the bidder through local market/India must be quoted in INR only.

## (SEAL, SIGNATURE & NAME OF THE BIDDER)

## **SECTION - V**

## **BID SECURING DECLARATION**

> Name of the Bidder Name of the Company Dated

## Form of Performance Guarantee Bank Guarantee Bond

We, ------ (indicate the name of the Bank) ------ (hereinafter referred as "the Bank") hereby undertake to pay to the University an amount not exceeding Rs.----- (Rupees ------ only) on demand by the University.

- 2. We, ------(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said bidder (s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.------(Rupees ------- only).
- 3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

- 4. We, ------(indicate the name of the Bank) further agree that the guarantee herein contained shall 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 University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee.
- 5. We, ------(indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said bidder(s) 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.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).

- 7. We, -----(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
- 8. This guarantee shall be valid upto ------ unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ------ (Rupees ------------ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)