

**Punjab Engineering College (Deemed to be University),
Chandigarh
Sector 12, Chandigarh 160012**



E-tender document

For

**Plasma Enhanced Chemical Vapor Deposition System
(PECVD)**

At

Electronics and Communication Engineering Dept.

**PUNJAB ENGINEERING COLLEGE (DEEMED TO BE UNIVERSITY),
CHANDIGARH**

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SECTION I: INVITATION FOR E - TENDER
FOR PURCHASE OF PLASMA ENHANCED CHEMICAL VAPOR DEPOSITION
SYSTEM (PECVD)

1. The Punjab Engineering College (Deemed to be University), Chandigarh invites e-bids from eligible bidders for supply of **Plasma Enhanced Chemical Vapor Deposition System (PECVD)** as per Table-1
2. Interested eligible Bidders may obtain further information from ECE Dept., Punjab Engineering College (Deemed to be University), Sector 12, Chandigarh 160012, India.
3. The bidding document can be downloadable from institute website <http://www.pec.ac.in>.
4. All bids must be accompanied by an EMD as specified in the bid document and must be delivered to the office address mentioned below by the date and time indicated below.
5. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

TABLE – 1

S. No.	Name of the Equipment	EMD (INR)	Performance Security Deposit
1	Plasma Enhanced Chemical Vapor Deposition System (PECVD)	70,000.00	@ 5% of the total value of the contract

TABLE - 2 Time Schedule

I	Date of publication	09.12.2019
I	Downloading of e-tender document	Start date: 09.12.2019 10:00 AM End date: 20.12.2019 05:00 PM
III	Date of submission of e-tender	Start date: 09.12.2019 10:00 AM End date: 20.12.2019 05:00 PM
IV	Physical submission of EMD and other necessary pre-qualification documents (scanned copies)	Start date: 09.12.2019 10:00 AM End date: 20.12.2019 05:00 PM
V	Opening of Technical Bid (online)	Date: 23.12.2019 10:00 AM
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	Seminar Room Dept. of Electronics and Comm. Engg. Punjab Engineering College (Deemed to be University), Sector 12, Chandigarh 160012
VIII	Address for communication	Head, Dept. of Electronics and Comm. Engg. Punjab Engineering College (Deemed to be University), Sector 12, Chandigarh 160012

Important Notes:

I.	Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
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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 (http://etenders.chd.nic.in) or on the Punjab Engineering College (Deemed to be University) institute website (www.pec.ac.in).
III.	The bidder has to submit the original documents in physical form such as EMD, & affidavit of non being black listed on the date fixed for the same as above. 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.

Director,
Punjab Engineering College
(Deemed to be University),
Sector-12, Chandigarh

**PUNJAB ENGINEERING COLLEGE (DEEMED TO BE UNIVERSITY),
CHANDIGARH
SECTION II
TERMS AND CONDITIONS OF CONTRACT**

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 tenderer should indicate specifically the Basic Price (inclusive of Taxes/Excise duty, other duties (if any)) and levies chargeable. No additional information will be entertained after due date.
3. The tenderers should give their quote in Indian currency only keeping in mind that our institute (i.e. Punjab Engineering College (Deemed to be University)) is exempted from the payment of custom and excise duty. Only custom & excise duty exemption certificate will be issued.
4. 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).
5. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form only, it shall be rejected out rightly.
6. Bids will be opened online as per time schedule mentioned in e-tender notice (**SECTION I Table 2**).
7. 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 and will not be considered.
8. It is mandatory for all the bidders to upload all the documents mentioned under tender document.
9. Bidder is required to upload scanned copy of EMD as specified in the tender documents and send original alongwith the affidavit as mentioned in the point no-15 below 7 forwarding letter at Annexure 2.1 in envelope in the office of Head, Electronics and Communication Engineering Dept.
10. The details of EMD and tender cost specified in the tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
11. The conditional bids shall not be considered and may be rejected out rightly in very first instance.
12. The financial bids through e-tendering of only those bidders shall be opened who will qualify in the technical bid criteria.
13. The bidder must have an experience of providing similar equipments in Govt. Institutes/Departments/College/ research labs etc. in India having minimum order value of ₹35 Lakhs each in last three financial years i.e. 2016-17, 2017-18 and 2018-19. Proof of the same demonstrating order value along with satisfactory report shall be submitted.
14. The bidder should have minimum Annual turnover of ₹50.00 Lakh in each of last three financial years i.e. 2016-17, 2017-18 and 2018-19. Copies of Audited financial statements shall be submitted as proof.
15. Manufacture should have ISO or equivalent international standard certificate. Proof of the same shall be submitted.

16. An affidavit as per specimen enclosed as Annexure – 2.2 of SECTION II should accompany the tender. The tenderer who has been black-listed or his/her tenders have ever been cancelled or any legal proceedings have ever been initiated/pending or any penalty has ever been levied on account of delay or non-completion of supply order by any State/UT/Central Government, his/her tender will be out rightly rejected. A scanned copy of affidavit shall be uploaded online and in physical form (in original) along with EMD & forwarding letter as mentioned in Annexure 2.1.
17. Downloading and submission of Tender will be done by E-tendering process through the online website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
18. **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, Punjab Engineering College (Deemed to be University) Chandigarh which shall be valid for 45 days beyond 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. Bid without the EMD shall be rejected.
19. **TECHNICAL BID:** The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in SECTION III “Technical Bid” of this tender document.
20. Tender received through e-tendering shall be opened online by the committee duly constituted by the authorities of Punjab Engineering College (Deemed to be University), as per schedule given in Tender Notice in Table 2. 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.
21. Tender is nontransferable.
22. The bidder shall submit the hard copy of e-tender along with forwarding letter (Annexure - 2.1 of SECTION II) duly signed by the authorized signatory.
23. Financial Bid will be opened of only those bidders who qualify in the technical bid criteria through e-tendering process.
24. **FINANCIAL BID:** The financial bid (SECTION IV) shall be quoted by the bidder through e-tendering. The financial bid should contain rates only. The rates should be mentioned both in figures as well as in words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of earnest money deposit, cancellation of tender and blacklisting of the firm.
25. The bid should not contain corrections or over writing.
26. **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 letter of intent by the competent authority to be paid in the shape of fixed deposit receipts or bank guarantee, from any scheduled bank in favour of Director, Punjab Engineering College (Deemed to be University) Chandigarh which shall remain valid for a period of 60 days beyond all contractual obligations including warranty period, if any. The security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the work order will be issued. If successful tenderer fails to submit the requisite performance security deposit within prescribed 15 days, earnest money deposit (EMD) deposited by the tenderer will be forfeited.
27. The Director, Punjab Engineering College (Deemed to be University) Chandigarh reserves the right to accept or reject any or all tenders without assigning any reason.

ANNEXTURE – 2.1

From

Subject: Submission of Tender for Purchase of Plasma Enhanced Chemical Vapor Deposition System (PECVD)

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to provide Purchase of **Plasma Enhanced Chemical Vapor Deposition System (PECVD)** for **Punjab Engineering College (Deemed to be University)**, Chandigarh. I/We shall supply the Equipment's 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 product and in case of any dispute; the decision of the Director, Punjab Engineering College (Deemed to be University), Chandigarh shall be final and binding on me/us.

A FDR No. _____ Dated _____ drawn on _____ intended for the prescribed amount of Rs. _____ (Rupees _____ Only) in favor of Director, Punjab Engineering College (Deemed to be University), 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 supply of equipment's/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,

Place

Yours faithfully,

Signatures
Date with stamp
& Full Address

ANNEXURE - 2.2

(To be furnished on non-judicial stamp paper duly attested by the 1st Class Magistrate or Notary Public)

AFFIDAVIT

I/We/ M/s _____ are registered Company/Ltd Company etc. as per Registration Certificate No. _____ issued by _____ having registered office at _____ and manufacturing/supply base at _____ do hereby declare and solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non-completion of work/service/supply order by any State/UT/Central Government or by any authority.

Place: _____

DEPONENT

Dated : _____

Verification

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Place : _____

DEPONENT

Dated : _____

SECTION III
“Technical Bid”
SCHEDULE OF REQUIREMENTS

TABLE 3 SCHEDULE OF REQUIREMENT

S. No.	Item	Qty.	Delivery Schedule	Bid Security (In Rupees)
1.	<p>Plasma Enhanced Chemical Vapor Deposition System (PECVD)</p> <p>Specifications:</p> <ul style="list-style-type: none"> • Electro polished high grade Stainless Steel (non magnetic) water cooled, box chamber of Approx. size 400 mm dia. x 350 mm height with suitable support structure. • Sufficient number of ports with flanges along with view port on door for loading of substrate • Approx. 6 inch RF electrode made of aluminum or similar suitable material. • Gas distribution & shower ring for uniform deposition. • Necessary feed throughs for RF power electrodes and process gas. • Substrate holder for substrate of 4” dia. for heating the substrate up to 300°C mounted from the bottom of the chamber • Electrode designed for RF power supply of frequency 13.56 MHz and with dark space shield to avoid parasitic plasma. • Facility for height adjustment and cooling of substrates. • Preferably imported RF Power Supply, 13.56 MHz frequency, min. 600 Watts with auto matching network, with forward & reflected power monitoring. • Reputed make vacuum pump with rotary pump having speed of 25 m³/hr or better with Roots pump having speed of 250 m³/ hr with ultimate vacuum of 5×10^{-4} mbar. • Electro pneumatically operated Roughing and Backing Valve. • Motorized butterfly valve for the accurate control of the process pressure during deposition, in close loop with the capacitance manometer. • Stainless steel vacuum plumbing lines with necessary bellow adaptors/dampers to arrest vibrations. 	01	90 Days	70,000/-

	<ul style="list-style-type: none"> • Preferably imported Pirani gauges for measuring vacuum from 1000 mbar to 1×10^{-4} mbar. • Preferably imported digital capacitance manometer to measure the process pressure. • Preferably imported metal diaphragm sealed Mass Flow Controller (min. 4 Nos) and ultra-high pure gas fittings for <ul style="list-style-type: none"> • CF_4 – 200 sccm • H_2S – 200 sccm • Oxygen, O_2 – 200 sccm • Argon, Ar – 200 sccm • Gas manifold box to house Mass Flow Controllers (min. 04 Nos.) with built-in inlet and outlet valve with VCR fittings, inlet and outlet filter and extraction point. • Suitable Electrical & Control System Control Console. • A stand alone 19” Industrial standard control console is provided which will be integrated to the system. All the controllers and display. PLC of M/s. GE/MITSUBISHI/LT/Siemens with PC/HMI • The above Control Console is wired to operate on 415 V AC, 50 Hz, and 3 Phase Power Supply. • Process timer to provide for auto cut off. <p>➤ Bidder must provide one highly skilled engineer at PEC for a period of six (06) months from the date of successful installation of the equipment at their own cost to train the designated users and for routine operation/maintenance.</p> <p>➤ Utilities to be mentioned properly in offer.</p> <p>➤ All major product should be CE certified.</p> <p>➤ Original warranty certificate to submit along with supply. (Pumps, scroll, PLC, valves etc.)</p> <p>➤ Bidder should provide the detailed supporting documents such as photograph, catalog, Schematic drawings of equipment etc.</p> <p>➤ The bidder should have experience in fabricating PECVD system with similar specifications. A list of users of the PECVD system of the manufacturer should be provided with contact addresses.</p> <p>➤ The above specifications are minimum. Bidder can quote for better specifications. Details to be mentioned clearly.</p>			
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Offer will be accepted/uploaded in two covers under Details containing:

FIRST COVER TITLED as “Technical Bid” should contain the Self-attested scanned copies of following with consecutive Sr. No. :-

1. Name of the firm/organization & address Contact person name and telephone/ Mob. No./Fax. No. / on letter pad of the company/firm.

2. Earnest money deposit as mentioned in Point 17 of SECTION II of this tender document
 3. The bidder must have an experience of providing similar equipments in Govt. Institutes/Departments/College/ research labs etc. in India having order value of ₹35 Lakhs in each of last three financial years i.e. 2016-17, 2017-18 and 2018-19. Proof of the same demonstrating order value along with satisfactory report shall be submitted.
 4. Bidder should have a minimum annual turnover of at least ₹ 50 Lakhs in each of the last three financial years i.e. 2016-17, 2017-18 and 2018-19. Copies of audited financial statements shall be attached.
 5. Self-attested copies of PAN/TAN Card/GST Registration no.
 6. Certificate of acceptance of terms & condition mentioned in Section II and Section V of Tender Document.
 7. Manufacturer authorization certificate.
 8. Manufacture should have ISO or equivalent international standard certificate. Proof of the same shall be submitted.
 9. Registration Certificate of the company/firm issued by the competent authority
 10. Affidavit of not being Black Listed (Affidavit as per **Annexure 2.2 of SECTION II**)
 11. The bidder should have a service support center in India.
 12. Covering letter (**Annexure 2.1 of SECTION II**)
 13. List of Users of said equipments.
 14. Proof of supplying similar equipment in Govt. Institutes along with satisfactory performance.
- NOTE: All the above mentioned documents should be duly in order and are essential to qualify at Technical Bid Stage.**

SECTION IV

FINANCIAL BID

SECOND COVER TITLED AS “FINANCIAL BID” CONSIST OF

Financial (Price) Bid for Purchase of **Plasma Enhanced Chemical Vapor Deposition System (PECVD)** is to be submitted online in excel sheet provided.

Notes:

1. Rate should be quoted in Indian Rupees only inclusive of Taxes/Levies as per Indian law except custom duty/excise duty.
2. The Institute is registered with the Deptt. Of Scientific & Industrial Research(DSIR) for purpose of availing custom duty exemption in terms of Govt. Notification no. 51/96-Customs dated 23.07.1996 and Central Excise Duty Exemption in terms of Govt. notification no. 10/97- Central Excise dated 01-03-1997 as amended from time to time.

SECTION V

GENERAL TERMS AND CONDITIONS

1. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the PEC in writing or by telex or cable or fax at the PEC's mailing address indicated in the Invitation for Bids. The PEC will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the PEC.

2. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the PEC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the PEC, at its discretion, may extend the deadline for the submission of bids.

3. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the PEC, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

4. Period of Validity of Bids

Bids shall remain valid for 120 days after the deadline for submission of bids prescribed by the PEC. A bid valid for a shorter period shall be rejected by the PEC as non-responsive.

5. Opening of Bids by the PEC

The PEC will open all bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in Table-2.

The Bidders' representatives who are present shall sign a register evidencing their attendance. 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 and venue.

6. Warranty

The entire system shall be in Warranty/Annual Maintenance Contract (from OEM) for the next three (03) years (i.e. 1 year warranty + 2 years AMC) from complete commissioning & handing over the system.

7. Payment

- Payment for Goods and Services shall be made in Indian Rupees only as follows:
 1. On Final Acceptance
 2. 100 percent of the Contract Price shall be paid on the Successful Installation, Training and Satisfactory performance
- The Supplier's request(s) for payment shall be made to the PEC in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.
- Payments shall be made promptly by the PEC
- Payment shall be made in Indian Rupees only.
- No advance payment will be made. Payment will be released after satisfactory receipt of goods/ material, demonstration/training and installation

8. Documents comprising the Bids

The Bids prepared by the Tenderers shall comprise of following components:

- Bid to be furnished as per the format for technical specifications.
- Technical literature for each product/service, covering full technical specifications.
- Bid prices should be quoted item wise as per format provided in excel sheet only duly signed and complete as per the format.
- Maximum educational discount as could be offered should be mentioned.

10. Others Terms and Conditions

- An EMD/ bid security of equipment should be submitted in form A/C payee demand draft/banker cheque/FDR from any Commercial Bank valid for 45 days beyond the final bid validity period from any commercial bank in favour of Director Punjab Engineering College (Deemed to be University), Chandigarh. Tender without earnest money shall be considered unresponsive and rejected.
- A Performance security @ 5% of the total value of contract will have to be deposited by the successful bidder awarded the supply order in form of Fixed deposit receipt or Bank Guarantee from a scheduled bank which should be valid for 60 days beyond the completion of warranty/contract period.
- Performance Security will be forfeited and credited to the institute (Punjab Engineering College (Deemed to be University), Chandigarh) in the event the supplier does not honour the warranty/contract and other terms and conditions of the tender.
- Price quoted should be inclusive of Taxes/Levies as per Indian law except custom duty/excise duty.
- The Institute is registered with the Deptt. Of Scientific & Industrial Research(DSIR) for purpose of availing custom duty exemption in terms of Govt. Notification no. 51/96-customs dated 23.07.1996 and Central Excise Duty Exemption in terms of Govt. notification no. 10/97- Central Excise dated 01-03-1997 as amended from time to time.
- The delivery period for supply of the material is 90 days from the date of supply order. The penalty will be charged @ 0.5% of cost of equipment per week after the expiry of delivery period, mentioned in the purchase order if delivery date is not extended by the PEC.
- Detailed Catalogue should be sent along with supply of equipment.
- All legal disputes will be subject to Chandigarh Jurisdiction and will be interpreted under Indian Laws.
- The Director Punjab Engineering College (Deemed to be University) reserves to himself the right to reject any or all tenders without assigning any reasons.
- The firm who has been blacklisted by Centre/State Govt/UT/Boards/Corporations/any government authority/Punjab Engineering College (Deemed to be University) are not eligible for the Tender.
- **All the rates will be FOR, Punjab Engineering College (Deemed to be University), Chandigarh.**
- The institute being a premier Education and Research Institute funded by Chandigarh Administration, discounts as applicable to Research Institute/Educational Institutes may be provided in the Tender.
- The bidders shall not be allowed to change, alter or modify the bids after expiry of the deadlines for the receipts of bids.

- The firm is entirely responsible for any damage or losses occurred to the material in the transit. The firm will lodge all complaints regarding the damage occurred in the transit and shall bear all expenses.
- In a tender, either Indian agent on behalf of the Principal/(Original Equipment Manufacturer) OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same tender for the same item/ product.
- EMD/Performance security will stand forfeited if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form (SECTION V), and in case of successful bidder, if the bidder fails to supply the equipment or to furnish performance security in accordance with the tender.
- Bids received after the due date will not be considered.
- The tenderer is required to bring their own testing and measurement instruments which are required for the installation, commissioning and testing. These can be taken back after completion of the process.
- In case, any free gift scheme / cash scheme is launched by the company same will be offered by the vender to Punjab Engineering College (Deemed to be University), Chandigarh free of cost.
- Generally the bid offer will be received /opened on the day as specified in the schedule. If the scheduled date is declared as a holiday, then the tender shall be received / opened on the next working day at the same time.
- The agency shall arrange to provide demonstration/Training to the concerned lab staff regarding operation / maintenance of equipment free of cost.
- A technical compliance chart of the quoted product mentioning technical specifications of quoted product verses asked specifications is compulsory. Attach the compliance chart with technical bid.
- Tender validity should be 120 days from the opening of tender.

All the terms and Conditions of this tender document are acceptable to me /us.

Signature of Bidder

PERFORMANCE SECURITY FORM

(on Non-Judicial Paper)

BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

To

The President of India, through the Director
Punjab Engineering College (Deemed
to be University), 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 the development, fabrication and 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 fulfilment 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
discharged.

day of being reported to us by you returned to us duly

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