



Ph : 080 – 26933221

BHS HIGHER EDUCATION SOCIETY

## **VIJAYA COLLEGE**

R V ROAD, BASAVANAGUDI, BANGALORE – 560 004

**(ACCREDITED BY NAAC WITH 'B' GRADE &  
RECOGNIZED BY UGC AS CPE)**

EMAIL ID :  
principal@vijayacollege.ac.in

### **PURCHASE OF COMPUTERS, SCANNER & SOFTWARE**

**TENDER NO. PCs/CPE/2018-19/01**

**DATED : 23<sup>rd</sup> AUGUST 2018**

#### **NOTICE INVITING TENDER**

**The Principal, Vijaya College, R V Road, Basavanagudi** invites sealed tenders from the eligible agencies / firms for supply of desktop computers, servers, OMR Scanner and OMR Software as per the details given below.

<b>1. Particulars of the tender</b>		
a. Designation and address of the authority inviting the tender	:	<b>PRINCIPAL, VIJAYA COLLEGE, R V ROAD, BASAVANAGUDI, BANGALORE – 560 004</b>
b. Total no. of pages in this tender document	:	18
c. Last date & Time of receiving the tender	:	<b>26<sup>th</sup> September 2018, 11:00 am (11:00 hours)</b>
d. Date & Time of opening the TECHNICAL BID	:	<b>27<sup>th</sup> September 2018, 11:30 am (11:30 hours)</b>
e. Date & Time of opening the FINANCIAL BID	:	<b>27<sup>th</sup> September 2018, 12:30 pm (12:30 hours)</b>
f. Cost of Tender document	:	NIL

g. **DETAILED SPECIFICATION OF COMPUTERS**

**1. DESK TOP COMPUTERS : APPROXIMATE QUANTITY - 65**

Sl. No.	DESCRIPTION	
I.	<b>PROCESSOR</b>	Make: Intel Core – i3 Processor Processor Model : 7 <sup>TH</sup> Generation intel – i3 7100 U Speed: 2.4 GHz or above Cache : 6 MB Cores : 2
II.		Type : DDR4 Speed : 2133 MHz or above Size : 4 GB Expandability of RAM : upto 16 GB
III.	<b>Disk</b>	Size 1 TB 7200 rpm SATA
IV.	<b>DRIVER</b>	Super Multi, Double Layer (8.5 GB)
V.	<b>Chipset &amp; Motherboard</b>	Intel, Compatible with i3 or above processor. (Intel 200/1001 Series Chipset Compatibility)
VI.	<b>Graphics Card :</b>	Intel HD Graphics 630
VII.	<b>Integrated Graphics Memory :</b>	512 MB
VIII.	<b>Network Connectivity:</b>	10/100/1000Mbps on board Integrated Gigabit port.
IX.		<b>USB Port 3.0 - 2 Nos.</b>
X.	<b>Connectivity</b>	<b>USB Port 2.0 – Front 2 Nos., Rear 2 Nos.</b>
XI.		<b>1 headphone/microphone combo</b>
XII.	<b>Keyboard</b>	<b>PORTS:</b> HDMI, DVI, Parallel port, VGA, one RJ – 45
XIII.		Standard Wired USB Mechanical keyboard

XIII.	e	Wired Optical mouse
XIV.	RAY MONITOR	<ol style="list-style-type: none"> <li>1. Size: 19.5 inches</li> <li>2. Resolution : 1920 ×1080 or above</li> <li>3. Viewing Angle: up to 170° Horizontal and 160° Vertical</li> </ol>
XV.	ER SUPPLY	180 Watts or less
XVI.	ER EFFICIENCY	85%
XVII.	ating System	DOS
XVIII.	et	<p><b>Type :</b> Tower  <b>Volume:</b> As Per OEM Specification.  <b>DIMM Slots:</b> As Per OEM Specification.  <b>Expansion Slots (PCI &amp; PCIex1) -</b> AS Per OEM Specification.  <b>PORTS:</b> HDMI, DVI, Parallel port, VGA should be available.  <b>Bays:</b> Internal – 2 Nos and External – 3 Nos. (5.25 inches)</p> <p>W X D X H (width, depth, height) =</p> <p style="text-align: center;">145 mm × 293 mm × 366 mm /  5.71" × 11.54" × 14.41"</p>
XIX.		Black
III.	RANTY	Comprehensive 3 years warranty

## 2. Server

No	DESCRIPTION
	<ul style="list-style-type: none"> <li>• Intel Xeon E3 1225 v5 (Quad Core) 3.3GHz / 8MB Cache / 2133Mhz Processor</li> <li>• 16GB (2x 8GB) Memory (2400 MHz UDIMM)</li> <li>• 1x1TB SATA 7200 RPM (3.5" NHS SATA) Hard Disk RAID 1</li> <li>• Multi Burner Optical Drive</li> <li>• RAID 0,1,5 in built (RAID 121i)</li> </ul>

	<ul style="list-style-type: none"> <li>• Form factor: 4U Tower <ul style="list-style-type: none"> <li>• Dimensions (W x H x D) : 174.75mm (W) x 374.90mm (H) x 430.78mm (D)/6.88 inches (W) x 14.76 inches (H) x 16.96 inches (D)</li> </ul> </li> <li>• AC adapter: 250 watts</li> <li>• Network interface: 1x onboard 1Gbps Ethernet standard</li> <li>• Ports: 8x USB 3.0 (2 front; 6 rear), 1x RJ-45 Ethernet, 1x serial (COM); 1x VGA (plus 1x DP), 3x audio (mic/lineout/line in), 1 x DisplayPort, 1 x serial (9-pin), 3 x audio (line-in, line-out, microphone)</li> <li>• Cooling : 3x fans, non-hot swap</li> <li>• Operating Systems Supported : Microsoft Windows Server 2016 and 2012R2,VMware Vsphere (ESXi), Red Hat Enterprise Linux Server, and Client (Microsoft Windows 10)</li> <li>• Power supply: 250 watts</li> <li>• 3 Years Onsite Warranty</li> <li>• 19.5 inches' monitor</li> <li>• Keyboard</li> <li>• Optical Mouse</li> </ul>
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### 3. OMR Scanner : QUANTITY - 01

<b>Supported Operating system</b>	Windows® 10 (32-bit / 64-bit), Windows® 8 / 8.1 (32-bit / 64-bit), Windows® 7 (32-bit / 64-bit), Windows Vista® (32-bit / 64-bit), Windows Server® 2012 R2 (64-bit), Windows Server® 2012 (32-bit / 64-bit), Windows Server® 2008 R2 (64-bit), Windows Server® 2008 (32-bit / 64-bit)
<b>Scanner Type</b>	ADF (Automatic Document Feeder)
<b>Scanning Modes</b>	Simplex/Duplex, Color/Gray Scale/Monochrome
<b>Image Sensor Type</b>	Single line CMOS-CIS x 2 (Front x 1, Back x 1)
<b>Document Size</b>	Maximum: A4 Portrait (210 x 297 mm) or Legal (8.5 x 14 in.) or 8.5 x 34 in. (215.9 x 863.6 mm) (long page scanning: 3,048 mm (120 in.)) Minimum: A8 Portrait / Landscape (52 x 74 mm)

<b>Paper Weight</b>	50 to 209 gsm (0.06 to 0.26 mm) * A8 size: 127 to 209 g/m <sup>2</sup> (0.15 to 0.26 mm)
<b>Scanning Speed</b>	Simplex: 25 ppm (200 dpi / 300 dpi) Duplex: 50 ipm (200 dpi / 300 dpi)
<b>Paper Capacity</b>	50 sheets (A4: 80 g/m <sup>2</sup> or 20 lb)
<b>Background Colors</b>	White
<b>Optical Resolution</b>	600 dpi
<b>Interface</b>	USB 2.0/3.0

#### 4. OMR Software : QUANTITY - 01

OMR software for capturing and analyzing data from plain paper OMR sheets. The software should capture data from plain-paper sheets containing bubbles typically from student survey data. The software must export data to MS – Excel, facilitate advance reporting and data analytics. It must be easy to create, process and analyse data using MS – Excel software package.

**Note:**

- a. The college may increase or decrease the quantity of any of the items at the time of placing supply order.
- b. The tender (in English language only) for the above item is to be submitted along with detailed specifications and operational conditions and limits.
- c. The tender documents may be downloaded from the e – procurement portal of Karnataka or the college website (Vijayacollege.ac.in)

#### 2. ELIGIBILITY CRITERIA :- The tenderer must possess minimum eligibility criteria mentioned here under to participate in the tender

- a. Should possess minimum 3 years experience in the relevant field of marketing of Desktop Computers.
- b. Should have sold the similar product to any Government Organization/PSU. Evidence for having supplied Desktop Computers to Central Government departments/Public Sectors undertaking in the last 3 years.
- c. Should have facility to organize/provide after sales service support in Bangalore.

- d. The bidder must have GST Registration number and PAN/TAN number.
  - e. The bidder should have registered with Central Procurement Organization of Govt. of India or e – procurement portal of Karnataka as per the general financial rules 2017 of Govt. of India.
  - f. Should have minimum turnover of Rs.1.0 crore per annum and the same must be substantiated with IT returns.
3. The tenderer may please note that the tender once submitted will not be altered after expiry of the dead line for receipt of tender till the date of validity of tenders and if they do so, their Earnest Money Deposit (Bid Security) will be forfeited. Completed Tender Document should not have any scope of ambiguity, cutting or overwriting. For inadvertent mistake, if any, the tenderer must strike through erroneous figure/word and legibly write the correct figure/word and it must be authenticated with dated signature of the tenderer. Tender for items of lower configuration than specified above will summarily be rejected.
  4. No consortium or joint venture is allowed.
  5. The bidder must be the OEM or authorized channel partner (or) authorized distributor of OEM only. The bidder must submit an Authority Letter from the OEM (Original Equipment Manufacturer) against this tender.
  6. One bid from one OEM only would be accepted, which must be duly authorized by OEM. The authorization certificate from the OEM must be attached with technical Bid.

## **7. TENDERING SYSTEM**

The tenders / bids are to be submitted in two Parts, i.e.

**Part – I** titled as **TECHNICAL BID** shall contain the complete technical qualifications and Commercial package with terms and conditions of supply etc. (except Price Schedule).

- i. Annexure-I duly filled in.
- ii. Demand Draft for Earnest Money Deposit (EMD).
- iii. All other required documents.

**Part – II** titled as **FINANCIAL BID** shall contain the Price Schedule. Any deviations will render the financial bid as UNRESPONSIVE.

The TECHNICAL BID AND FINANCIAL BID shall be placed in separate sealed envelopes. Each of these two sealed Envelopes containing the respective Bids shall indicate on the face of it, **the Tender No. and the Type of bid** i.e. **Technical or Financial Bid** as the case may be along with the Name and Address of the Bidder/Tenderer. These

two sealed envelopes/covers shall be put into outer cover and sealed. The Outer Cover shall only indicate the Tender No. and the last date and time of receiving the tenders prominently along with the Address of Purchaser i.e. **The Principal, Vijaya College, R V Road, Basavanagudi, Bangalore – 560 004.**

Submission of Bids by itself does not confer any right or entitlements to the bidder to supply the items. Unsealed bids will be rejected out rightly.

#### **8. VALIDITY OF RATES**

The rates quoted in the tender must remain valid for **180 days(6 months)** from the date of opening of **Technical Bid**. Rates will not be changed under any circumstances. The rate should be quoted in Indian rupees and should be indicated both in words and figures. If the rates quoted in figure and words are different, the amount in words only will be considered.

The unit price should be for the same unit indicated in the tender notice. The price should be inclusive of delivery and installation. The rate should be inclusive of all charges and GST, etc. wherever applicable and the chargeable amounts should be clearly mentioned in one sheet. In the absence of any specific mention, the rate shall be assumed to be inclusive of GST.

#### **9. OPENING OF TENDERS:-**

- i. The Technical Bid will be opened on **17<sup>th</sup> September 2018, 11:30 am** (11:30 hours) in the Principal's chamber, VIJAYA COLLEGE, R V ROAD, BASAVANAGUDI, BANGALORE – 560 004
- ii. The Financial Bid will be opened on **17<sup>th</sup> September 2018, 12:30 pm** (12:30 hours) in the Principal's chamber, VIJAYA COLLEGE, R V ROAD, BASAVANAGUDI, BANGALORE – 560 004
- iii. Financial bid of only those bidders who qualify technically would be opened.
- iv. The representative of the tenderers / bidders may attend the opening of tenders (Technical Bid & Financial Bid) along with letter of authority from the respective tenderer/bidder. Only one authorized representative from each participating vendor will be allowed to attend.

#### **10. INSPECTION**

Inspection of the stores will be carried out by the supplier at the factory before dispatch.

The final inspection will be carried out at the consignee's site after receipt of the consignment. In case of defective supply due to latent manufacturing defects /

transit damage, the same must be removed and replaced at the supplier's cost. Payment against Bills/Invoice shall be released only after receipt of supplies and verification of material by this office.

11. **DELIVERY PERIOD:-** Bidders must be able to supply the entire material with installation within three weeks from the date of receipt of purchase order.

12. **COMPREHENSIVE WARRANTY/ GUARANTEE:-**

- a. The desktop Computers supplied should have Functional Guarantee for three years from the date of final acceptance.
- b. The supplier will replace the defective material, free of cost, if noticed within the Guarantee/Warranty period. The Warranty Certificate, as per specimen enclosed as **ANNEXURE-III**, is also to be submitted duly signed along with the tender. The warranty will be valid for a period of 3 years after the date of final acceptance. In case of any break down during the warranty, the period of warranty shall get extended for the period for which the machine remained out of service. The successful bidder has to submit the OEM warranty card with the machines at the time of supply.

13. Brand names, Models, Manufacturer's names, list of the items should be furnished clearly.

14. The operating system stated in the specifications must be installed before the PCs are handed over and the CD of the Operating System and the supporting drivers be provided along with each computer.

15. Installation and working demonstration of all the material supplied shall be the responsibility of the bidder.

16. Bids must be accompanied with a self-certified photocopy of PAN of Income tax, GST Registration Certificate and Authorization Certificate towards supply of new computers. Bids must be accompanied with supporting documents related to eligibility criterion of the bidders.

17. **EARNEST MONEY DEPOSIT (BID SECURITY):-** Earnest money deposit of fixed amount of Rs.10,000/- (Rupees Ten thousand only) in the form of DD/Bank Guarantee/FDR valid for six months (validity may require further extension) from the date of submission of the tender of any National/Commercial Bank in favour of the "**PRINCIPAL, VIJAYA COLLEGE**", payable at **Bangalore**, should be submitted along with the TECHNICAL BID. Shortfall in amount of Earnest Money Deposit, if any, will result in rejection of the Tender. In case of Bank



Guarantee/FDR submitted by the Tenderer it should be unconditional in all cases. EMD of the unsuccessful bidders will be refunded within 30 days of the award of contract on demand and EMD of the successful bidder would be released only after the submission of performance security.

**18. PERFORMANCE SECURITY**

Successful tenderer will have to furnish **Security Deposit @ 10%** value of the order/contract in the form of Bank Guarantee/FDR as per **ANNEXURE-V** of any National/Commercial Bank valid for 3 years and 2 months from the date of final acceptance of the equipment, with a provision of further extension in favour of the **“PRINCIPAL, VIJAYA COLLEGE”**. In case of Bank Guarantee/FDR submitted by the tenderer it should be unconditional in all cases. Bank Guarantee/FDR should be submitted along with the bill for release of payment towards delivery of goods. The successful Tenderers/Suppliers will be required to sign an agreement on non-judicial stamp paper of appropriate value as per specimen as **ANNEXURE-IV** at their own cost.

19. Please note that Incomplete Tenders/Late Tenders/ Delayed Tenders or Postal Delayed Tenders will not be considered at all. Any bid received by the Addressee after the dead line for submission of tender will be returned to the bidder un-opened.

20. **CORRUPT OR FRAUDLENT PRACTICES.** The Purchase Committee of the College will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question during the bidding process or in executing the contract.

21. The Principal, Vijaya College reserves the right to reject any bid which does not fulfil the conditions stipulated in the tender i.e., the bids not qualifying the specifications specified in the tender and other conditions stipulated in the tender will be rejected.

22. The Principal, Vijaya College reserves the right to cancel the tender without assigning any reason thereof.

23. The inner envelopes should contain technical Bid (along with EMD) and Financial bid separately sealed and properly super scribed (Technical Bid/Financial Bid). Outer envelope containing inner envelopes should be addressed as below and NOT to any individual by name.

<b>TENDER FOR SUPPLY OF ALL – IN – ONE DESKTOP COMPUTERS</b>	
LAST DATE TO SUBMIT TENDER :	TIME :
ADDRESSED TO :	
<b>THE PRINCIPAL VIJAYA COLLEGE</b>	
<b>R V ROAD, BASAVANAGUDI,</b>	

24. This Tendering Process and Procurement is subject to the provisions of General Financial Rule 2017, Manual on Policies and Procedure for Purchase of Goods published by Ministry of Finance, Department of Expenditure and related Guidelines issued by CVC from time to time.
25. No extra cost should be included over and above the quoted price in the financial bid by the vendor after opening of tender under any circumstances.
26. **ARBITRATION CLAUSE:** In the event of any dispute arising out of or relating to this tender, it should be well within the jurisdiction of **Bangalore City** referred to sole arbitration of Principal, Vijaya College or any other person nominated by him. The award of such arbitrator shall be final and binding on both the parties hereto.
27. If the dates of opening of bids falls on holiday, the same will be carried out on the next working day.

PRINCIPAL, VIJAYA COLLEGE  
R V ROAD, BASAVANAGUDI,  
BANGALORE – 560 004

**ANNEXURE - I**  
**INFORMATION ABOUT THE TENDERER**

No.	PARTICULARS	TO BE FILLED BY THE TENDERER
1.	OF THE COMPANY	
2.	OF ESTABLISHMENT	
3.	S OF THE COMPANY (PARTNERSHIP, LIMITED, ETC.)	
4.	AL ADDRESS	
5.	E NUMBERS	
6.	L - ID	
7.	ITE ADDRESS	
8.	AUTHORIZED DEALERS. IF YES, GIVE DETAILS	
9.	OF THE PROPRIETOR, MANAGING DIRECTOR, ETC.	
10.	RE OF THE FIRM (MANUFACTURER, DEALER, DISTRIBUTOR, AGENT, ETC.)	
11.	LS OF PRODUCTS DEALT BY THE COMPANY (CATALOGUE MAY BE ENCLOSED)	
12.	OVER FOR THE LAST THREE YEARS : YEAR WISE	
13.	OF EXISTING CLIENTS (GOVT., PSU, MAJOR CLIENTS, ETC.)	
14.	WHETHER ENLISTED WITH CENTRAL PROCUREMENT OR E - PROCUREMENT PORTAL OF KARNATAKA?	

15.	OUR COMPANY BEEN BLACKLISTED? IF YES, GIVE DETAILS	
16.	BLACKLISTED & REVOKED, GIVE DETAILS	
17.	TAN NO. (copy to be enclosed)	
18.	REGISTRATION NO.	
19.	OF INCOME TAX RETURN FOR THE LAST TWO YEARS	

### **Declaration**

I/We do hereby declare that the entries made in this quotation are true to the best of my/our knowledge and belief. I/We do also confirm that I/We have read and understood General conditions of Contract as contained in these tender documents and agree to abide by the same in all respect.

I/We undertake to communicate promptly all the subsequent changes in condition affecting the accuracy of the details given above. Further I/We undertake that in case the facts/information furnished, as above is/has been found false, the Principal, Vijaya College may at its absolute discretion reject/cancel any assignment, if any, awarded/agreed to be awarded to me/us and in such case I/We shall not be entitled to claim any damages/whatsoever in regard to that assignment.

Signature of Proprietor/Director/  
Managing Director/Constituted authority

Place :

Name :

Date :

Designation :

**ANNEXURE - II**  
**FINANCIAL BID**

- I. NAME OF THE SUPPLIER :
- II. ADDRESS :
- III. PHONE NUMBER :
- IV. AUTHORIZED CONTACT PERSON WITH CONTACT NO. :
  
- V. Rates quoted are all inclusive and no separate claims will be made towards any cess, GST, delivery charges, installation charges, testing charges etc.
- VI. Terms of payment for supply of computers will be claimed only after delivery and successful installation of the same as per supply order and no advance will be claimed by this firm.
- VII. The applicant should submit their bids in sealed envelopes to the PRINCIPAL, VIJAYA COLLEGE
- VIII. Total Quoted Price for Desktop Computers. (Both in words and figures) (All inclusive).

No.	Description	Specification	Unit Price (in Rs.)	GST	Quantity	Total Price (in Rs.)

**DECLARATION**

I hereby declare that the information furnished above is true and correct to the best of my /our knowledge.

Signature of Authorized Signatory with date.

**ANNEXURE - III**

**WARRANTY CERTIFICATE**

We warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in material workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications/drawings of samples if any and shall operate properly. We shall be fully responsible for its efficient operation.

In case of any latent defect or inconsistency due to poor manufacturing/repair & overhaul of the equipment or defective supply not conforming to the specifications if observed at the time of final inspection and thereafter within 3 years from the date of acceptance, we

undertake the guarantee to repair/supply free of cost the defective items up to the final destination and the inland expenses, borne by the indenter, will be at our cost.

This warranty shall survive inspection and payment for and acceptance of the goods but shall expire (Except in respect of complaints of which the supplier has been notified prior to such date) 36 months after their successful acceptance by the purchaser.

SEAL of manufacturer/supplier Enterprises.

Signature \_\_\_\_\_

Name & Address of Manufacturer/Supplier :

Dated :

**ANNEXURE - IV**

**AGREEMENT**

An agreement made ----- day of -----between -----  
(hereinafter  
called the contractor which expression shall include his legal representatives) of the one  
part and, The PRINCIPAL, VIJAYA COLLEGE, R V ROAD, BASAVANAGUDI, (hereinafter  
called purchaser) as the other part for the purchase of the under mentioned articles at  
cost mentioned against them viz.:-

Name of the item	Quantity	Rate (Rs.)	Taxes (Rs.)	Total Cost (Rs.)

And on the terms and conditions hereinafter mentioned viz.:-

- a. That all items shall be delivered free of cost at consignee's address.
- b. That all items supplied shall be new and of good quality and in exact accordance with equipment quoted. The items rejected must be removed by the supplier within a week from the date of rejection. All items not accepted shall lie at the risk of the supplier.
- c. That the time for delivery stated above shall be of the essence of the contract and if the supplier fails to deliver the whole/any part of the equipment within the period specified in clause (11), the Principal, Vijaya College, shall have the right to forfeit the deposit mentioned in clause (18) and to purchase the items

elsewhere which the supplier has failed to deliver as aforesaid at the expenses of the supplier and the supplier will be liable to pay such further sum as will be sufficient to meet the difference of cost between the rates tendered and those at which the purchases are actually made if they be higher.

- d. That The Principal, Vijaya College, shall have full power to reject the whole or any part of the items which to the true intent and meaning is not in exact accordance with the specification and that the Principal's decision shall be final.
- e. That the supplier will deposit a sum of Rs----- (Rs.\_\_\_\_\_) (10 % value of order) as Performance security for compliance with the terms and conditions of this contract in the form of Bank Guarantee/Fixed Deposit Receipt etc.
- f. That the supplier will be entirely responsible for the execution of this contract and shall not assign or sub-let the same.
- g. The rates approved by the purchaser are final and no further payment will be done. The supplier will have to bear the cost at his own. The purchaser will not be held responsible for such obligation.
- h. The rates approved are inclusive of all prevailing taxes which are to be levied, any, non-inclusion of such amount/Tax will be the liability of supplier.
- i. The goods received will be accepted only after receiving the satisfactory performance Certificate from the inspection committee of the college.
- j. The supplier will be fully responsible for efficient operation of equipment for a period of 36 months of warranty from the date of acceptance. However, in case of equipment not working for maximum of 2 weeks from the time of reporting to the supplier by The Principal, Vijaya College or his authorized representative, the supplier will be held responsible and equipment will be replaced by new one at the cost of contractor.
- k. In case of any latent defect, which is noticed later on within a period of 36 months from the date of acceptance of equipment, the supplier will be responsible to undertake such repair/supply the defective part, on free of cost at the final destination and inland expenses will also be borne by supplier.
- l. If any dispute or difference shall arise including this contract, the settlement of which is not hereinbefore provided for the same, shall be referred to the



arbitration of The Principal, Vijaya College (or any other person nominated by him) whose decision will be final and binding on both the parties.

**1. Signed by the Supplier**

**2. Signed by the Purchaser**

**Witnesses :**

<b>First Witness</b>	<b>Second Witness</b>
<b>Name and Address</b>	<b>Name and Address</b>

**ANNEXURE - V**

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

1. In consideration of the Principal, Vijaya College (hereinafter called “the purchaser”) having agreed to exempt \_\_\_\_\_ (hereinafter called “the said Supplier(s)”) from made between ----- and -----for supply of Desktop Computers (hereinafter called “the said Agreement)” of security deposit for the due fulfilment by the said suppliers of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.------(Rs.----- only). We, (indicate the name of the bank) ----- (hereinafter referred to as “the Bank”) at the request of ----- Supplier(s) do hereby undertake to pay to the purchaser an amount not exceeding Rs.-----against any loss or damage caused to or suffered or would be caused to or suffered by the purchaser by reason of any breach by the said suppliers of any of the terms or conditions contained in the said agreement.
  
2. We (indicate the name of the bank) ----- do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due

by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of breach by the said supplier's failure to perform the said Agreement. 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 ability, under this guarantee shall be restricted to an amount not exceeding Rs-----

3. We undertake to pay to the purchaser any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto: our liability under this Guarantee being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the supplier 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 purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the office of Principal, Vijaya College certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier(s) and accordingly discharge this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the----- we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of the Bank) ----- further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said supplier(s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the purchaser against the said supplier(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 supplier or for any forbearance, act or commission on the part of the purchaser or any indulgency by the

Purchaser to the said supplier or by 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 Supplier(s).
7. This Bank Guarantee submitted by the Tenderer is unconditional in all cases. The Bank Guarantee/security Deposit is valid for a period of 3 years and 2 months from the date of acceptance of the equipment/after signing the contract.
8. We, (indicate the name of the Bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

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