

# PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH

## TENDER DOCUMENT FOR THE PROCUREMENT OF Cell tranfection instrument/Nucleofaction



Last Date for issue of Tender Document in respective institutes/departments/centres:	10.00 a.m. on 06.08.2012
Last Date and Time for receipt of Tender in respective institutes/departments/centres:	3.00 p.m. on 06.08.2012
Date & Time of opening of Technical bids in respective institutes/departments /centres:	11.00 a.m. on 07.08.2012
Date & Time of opening of the Price bids in respective institutes/departments /centres:	Consult the respective department.

**Tender Fee Rs.1000/-**

## Important Notes:

- I. This tender has been invited by the Panjab University combined for procurement of various items in the different institutes / departments / centres of Panjab University. The details of tender documents, name, quantity and specifications of items to be procured along with terms and conditions are separately available in the office of respective institutes / departments / centres. **The same can also be downloaded from the link given below against respective institutes / departments / centres. The interested parties are requested to submit separate tender bids for each department.**
- II. The tender document, name, quantity and specifications of items along with terms and conditions may be obtained from the office of the chairperson/director/principal/co-ordinator of the respective institute / department / centre by submitting demand draft of `1000/- payable at Chandigarh in favour of Registrar, P.U. Chandigarh. The sale of Tender Document shall close one day before the last day of receipt of tender.
- III. No postal request shall be entertained for sending the Tender Document.
- IV. Tender fee of ` 1000/- is to be submitted along with the Tender if it is downloaded from the Website.
- V. Clarifications, if any could be sought from the Chairperson/Principal/Director/Coordinator of the respective Department/Centre/Institute in writing within the stipulated last date of submission of the tender.
- VI. The important dates for this tender are:

Last Date and Time for receipt of Tender in respective institutes/departments/centres	3.00 p.m. on 06.08.2012
Date & Time of opening of Technical bids in respective institutes/departments /centres	11.00 a.m. on 07.08.2012
Date & Time of opening of the Price bids in respective institutes/departments /centres	Consult the respective department.

## Tender Notice

### General Terms and Conditions

From

The Chairperson/Director/Principal/Coordinator of respective departments/ Institutes and Centres,  
Panjab University, Chandigarh

To

Dear Sir,

The University is interested in the procurement, installation and commissioning of various equipments as per the prescribed technical specifications (Annexure A) so as to reach the Chairpersons/Directors/Coordinators of respective Departments/Centres/Institutes as per following schedule:

- |     |   |   |
|-----|---|---|
| (a) | Last Date and Time for receipt of bids:   | 3.00 p.m. on 15 <sup>th</sup> day from the date of publication of Press Notice (excluding day of publication)         |
| (b) | Date & Time of opening of technical bids: | 11.00 a.m. of next working day after last day of receipt of tender  |
| (c) | Date & Time of opening of Price bids:     | 11.00 a.m. of 3 <sup>rd</sup> working day after opening of technical bids (day of opening of technical bids excluded) |
- 
- (i) Tenders/bids for each of the item are invited from the interested Principals/manufacturers/authorized agents.
  - (ii) Only manufacturers or their authorized distributors/agents are eligible to submit the bids. All offers other than those from the manufacturers should be supported by an authority letter from the manufacturers or attested copy thereof authorizing the firm to tender on their behalf.
  - (iii) The tenderer must be a manufacturer or his authorized agent (specifically against this tender for the subject goods) and should have successfully executed contracts for similar and/or identical goods in the past.
  - (iv) The detailed technical specifications are available for each item in Annexure A.
  - (v) Technical specifications are intended to be descriptive and not restrictive. The bidder may substitute alternative standards, in its bids, provided they are demonstrated to be equivalent or superior substitutes and are to the purchaser's satisfaction.
  - (vi) Clarifications, if any could be sought from the Chairperson/Director/Coordinator of the respective Department/Institute/Centre in writing within the stipulated last date of submission of the tender.

## **GUARANTEE / WARRANTY & AMC/CMC**

- (a) The equipments shall remain under guarantee/warranty for a minimum period of 36 months after successful installation.
- (b) The tenderers must quote separately the charges for Annual Maintenance Contract (AMC) for a period of 5 years after the period of warranty/guarantee for maintaining the equipment at this University. During the service contract period, the firm shall provide four preventive maintenance visits, in addition to attending to all emergent and break-down calls. The service contract charges should be quoted for labour cost only. The maintenance charges shall be paid to the firm in quarterly installments after satisfactory service. The manufacturer through its authorized agent shall ensure the availability of spare parts for minimum period of ten years beyond guarantee/warranty period.
- (c) In addition to quoting the charges for the AMC, the firm must also quote the charges for Comprehensive Maintenance Contract (CMC) for a period of five years after the completion of Service Period of guarantee/warranty. The CMC charges should include all such costs including labour, cost of replacement, components/parts and any other unforeseeable expenditure required for keeping the equipment functional.
- (d) Tenders not quoting for AMC/CMC shall be considered incomplete and can be rejected. The charges of AMC or CMC will also be taken into account while comparing the prices.

The tenderer shall give a comprehensive list of institutions/universities/research labs/hospitals in India where their equipment had been installed in the preceding three years. The University reserves the right to inspect such institutions/labs to see actual performance of such equipment. **The Department may also ask for demonstration of the equipment in the department at the time of technical evaluation, which shall be mandatory.** The Department/Centre/Institute reserves the right to directly seek and consider the performance certified from one or more users of the equipment.

## **CONVERSION TO SINGLE CURRENCY:**

To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable, to the Indian rupees at the selling market rate of exchange established by the State Bank of India, Chandigarh for similar transactions as on the last date of opening of price bids.

## **MERGER / ACQUISITION OF FOREIGN PRINCIPAL:**

In case of merger of Foreign Principal with another Firm or acquisition of Foreign Principals by another firm, it shall be obligatory for the New Entity so formed after the merger or the Acquiring Firm, as the case may be to take over all the duties and obligations / liabilities of the Foreign Principals and the New Entity / Acquiring Firm would *ipso facto* become liable for all acts of commission or omission on the part of original Foreign Principals.

## **CHANGE OF INDIAN AGENT:**

In case the Foreign Principal changes the Indian Agent then it shall be obligatory for Foreign Principal to automatically transfer all the duties and obligations to the new Indian Agent, failing which the Foreign Principal would *ipso facto* become liable for all acts of commission or omission on the part of new Indian Agent.

## DETAILED INSTRUCTIONS FOR SUBMISSION OF TENDER:

1. Only Manufacturers or their Authorised Distributors/ Agents are entitled to submit the Proforma Invoices.
2. The tender shall be prepared and submitted as per Para 26 of the existing instructions.
3. A person signing the tender form or any other document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such others and if on enquiry it appears that the person so signing had no authority to do so, the purchaser, may, without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damages and forfeit Earnest Money.
  - 3.1. Rates and Service charges should not be quoted in the Technical bid.
  - 3.2. All pages of the Technical Bid/Price Bid shall be page numbered.
4. Tenders/Proforma Invoices not accompanied by detailed information as required, are liable to be rejected.
5. EARNEST MONEY DEPOSIT AND PERFORMANCE RANK GUARANTEE
  - 5.1. The tender must be accompanied with Earnest Money as detailed below in a lump sum amount in the form of Demand Draft in the name of the Chairperson/Director/Coordinator of the respective Department/Centre/Institute, Panjab University, Chandigarh. Earnest Money in any other form will not be accepted.

Depending upon the total cost of item, the earnest money deposit shall be as under:

Up to Rs. 10.00 Lacs:	Rs. 25,000/-
Between Rs.10.00 to 20.00 Lacs:	Rs. 40,000/-
Between Rs.20.00 to 50.00 Lacs:	Rs. 50,000/-
Beyond Rs.50.00 Lacs:	Rs. 1.00 Lac.
  - 5.2. Bids not accompanied by Earnest Money as stated above or less than the amount stipulated above shall be summarily rejected.
  - 5.3. Earnest Money/security deposit/any other sums of the tenderers lying with the Institute in connection with any other tender/case will not be considered against this tender.
  - 5.4. The successful tenderer shall be required to furnish a Contract Performance Guarantee Bond in the shape of Bank Guarantee (as per Annexure-D) or FDR/TDR (pledged in favour of Chairperson/Director/Coordinator of respective Department/Centre/Institute along with the undertaking as at Annexure-D1) for an amount equivalent to 10% of the value of the item/equipment towards the execution of the agreement and the warranty. The Bank Guarantee or FDR/TDR should be valid for a period till the warranty/guarantee expires. The Bank Guarantee for 10% of the value shall be submitted immediately but not later than 7 days after the placement of the Supply Order failing which the order will be liable to be cancelled and the earnest money forfeited.
  - 5.5. The Institute would return the earnest money mentioned in Para 5 (1) above to the successful tendering firm on the submission of the Bank Guarantee (mentioned in Para 5 (4) above).
6. The Institute does not pledge itself to accept the lowest, or any tender, and reserves to itself the right of acceptance of the whole or any part of the tender, or portion of the quantity offered, and the tenderers shall be required to supply the same at the rate quoted. The Institute reserves to itself the right to accept or reject part; or all the tenders without assigning any reason thereof.
7. Printed or cyclostyled or such terms and conditions of the tendering firms not appearing in the body of the tender will not be considered as forming part of the tender.

## 8. CUSTOM CLEARANCE:

The equipment requiring import from abroad will be imported under the OGL scheme, for which tenderer will ensure before shipment takes place, that the equipment, in question, can be imported under the said scheme.

- I. The equipment will be got cleared from the Custom by the tenderer at their own cost, demurrage if any, will be borne by the tenderer.
- II. It will be the responsibility of the tenderer to pursue any claims with the customs authorities/Insurance company /cargo operators and transporters, as may arise, at any stage.
- III. The N.M.I.C. (Not Manufactured in India Certificate), the CDEC (Custom Duty Exemption Certificate) and all other documents required for custom clearance will be provided by the Institute.

## 9. INSURANCE

9.1. The manufacturers will ensure that the equipment is properly insured for the full C.I.F. value to cover the transit upto site of installation and the further period of storage etc. upto end of the period of installation as agreed upon. If the installation is delayed beyond the agreed date of satisfactory installation, commissioning and handing over of the equipment, then in that event any transit and storage damages which come to light after such delays, shall be at the risk and cost of the tenderers. The Tenderers/Indian Agent shall provide to the Institute, after due inspection, a detailed list of any loss or damage to the stores that may have occurred so as to enable the purchaser to file appropriate claims with the Insurance company However, it shall be the responsibility of the Institute to prepare, lodge and pursue any claims that may arise with the Insurance Company(ies). The manufacturers shall provide all assistance in pursuing any such insurance claims expeditiously. The manufacturers shall make free replacement, if required, in lieu of damaged/lost items, etc. regardless of the fact whether the claim is settled by the underwriters or not. The manufacturers' liability shall be restricted to making free replacements/rectifications and any local expenses such as custom duty/clearance, etc. connected with such replacements shall be borne by the Institute.

9.2. It should be noted that if, in consideration of offer of earlier delivery, the contract is placed with a higher tenderer in preference to the lowest acceptable offer, and in case of failure to complete supplies in terms of such contract within the date of delivery specified and incorporated in the contract, the tenderer will be liable to pay to the Institute the difference between the contract rate and that of the lowest acceptable tender on the basis of the final prices FOB destination including all elements of freight, sales tax, local taxes, duties and other incidentals. This is in addition to and without prejudice to other rights of the Institute to recover all other losses and damages resulting from delayed supplies, cancellation of contract and risk purchases required to be made in case of failure to supply the stores.

## 10. GUARANTEE/WARRANTY

10.1. The guarantee/warranty against defects of manufacture / workmanship and poor quality of components for the entire equipment and the work conducted under the contract shall be for a period of 36 months from the date of satisfactory installation, commissioning and handing over the equipment at site. The term satisfactory commissioning and handing over wherever used in terms of tender and Agreement will mean satisfactory and faultless functioning of the equipment for 30 days, and of works conducted there with covered under the contract in working order. During the guarantee/warranty period, the replacement of any part of the equipment or rectification of defects of works will be free of cost. Further, the defective parts/equipment shall be returned by the purchaser to the Indian Agent after making replacement. During the guarantee/warranty period the uptime as defined in Para 14 will be required to be maintained. If the down-time exceeds five consecutive days as defined in Para

14 at any time the guarantee/warranty period will be extended beyond 36 months to duration equal to the total of such periods of downtime during the period of warranty.

10.2. The tenderer will be required to furnish guarantee/warranty as under :

- a. The tenderer should submit a written guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per specifications and that spares for the equipment will be available for a period of at least 10 years after the guarantee/warranty period. The manufacturer should also warranty/guarantee that it will keep the Institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the Institute at no extra cost.
- b. Guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span, to be decided mutually of the equipment, if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- c. Guarantee/warranty to the effect that before going out of production of spare parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the latter may undertake to procure the balance of the life time requirements of spare parts.
- d. The guarantee/warranty to the effect that the manufacturers will make available to the Institute, the blue-prints and drawings of the spare parts if and when required in connection with the equipment.

10.3. The tenderer shall furnish the following warranty/ guarantee in case the contract is placed on him :-

- a. The tenderer hereby declares that the goods/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clauses here of and the tenderer hereby guarantee/ warranty that the said goods/stores/ articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. Such rejection of goods/stores/articles will be at the seller's risks and all the provisions herein contained relating to rejection of goods, etc. shall apply. The contractor/seller, shall, if called upon to do so, replace within a period of fourteen days or such further period as may be extended from time to time by the purchaser at his discretion, on an application made thereof by the tenderer, the goods/stores/articles or such portion thereof as rejected by the purchaser. In such an event, the above mentioned warranty/guarantee period of the entire equipment shall be extended by the time taken for these replacements. Otherwise the tenderer shall pay to the purchasers such damage as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf.
- b. Tenderers should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service.
- c. Tenderers should categorically confirm that they will give free "After sales services" during guarantee/ warranty period as stipulated in the Clause 10.1 above from the date of installation, satisfactory commissioning and handing over of the project/equipment. Warranty for a period less than as stipulated in Para 10.1 or with conditions may render, the tender invalid.
- d. It is required that the tenderer will supply all the operating and service manuals alongwith blue-prints and drawings including circuit diagrams of the equipment supplied as well as its components.

## 11. MODE OF DESPATCH, DELIVERY AND COMMISSIONING OF EQUIPMENT:

The equipment with all its accessories should be despatched by air to Delhi (INDIA) duly insured, freight and insurance charges pre-paid. The tenderer is required to undertake to deliver, install, commission and handover the equipment within the stipulated period. The installation of the equipment shall be completed and handed over within the time schedule given in the tender. This stipulated period should be strictly adhered to for implementation.

## 12. SUBMISSION OF PBG/AGREEMENT AND DAMAGES FOR DELAY IN SUPPLIES/ INSTALLATION

12.1. The supplier shall ensure submission of duly executed agreement and the desired Performance Bank Guarantee immediately on issue of Supply Order but not later than 7 days of issuing of supply order, failing which and without prejudice to its remedy under the contract the Supply Order shall stand cancelled. If Agreement/PBG is not supplied within the stipulated period, action under Para 5 above will be applicable and EMD shall be forfeited.

12.2. If the supplier fails to deliver any or all of the goods or to perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 percent (0.5%) of the contract price for each week of delay or part thereof until actual delivery or performance, upto a maximum deduction of ten percent (10%) of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract as the case may be of the equipment including components, spares, accessories and optional items and civil, electrical and any other miscellaneous work undertaken. The acceptance of the equipment will be based on demonstration of the satisfactory working of all modes of the equipment as tested by the Institute. The Certificate will be issued by the Institute for the satisfactory completion of the supply; installation and commissioning of the equipment in format given in Annexure-‘F’. The suppliers will inform the purchaser in writing intimating the reasons for delay in supplying and for installing the equipment. The purchaser in his sole discretion may consider a reduction/waiver of the penalty for a period to be stipulated in writing. The material, etc. required for demonstration of satisfactory functioning of the equipment shall be arranged by the suppliers.

## 13. CONTRACT:

The successful bidder will be required to enter into an Agreement (please see Annexure-‘C’) with the Institute on a non-judicial paper of Rs.30.00 for the supply and satisfactory installation of the equipment as defined above as per specifications and terms and conditions listed in the document and agreed upon.

## 14. UPTIME GUARANTEE/WARRANTY:

At the end of the warranty/guaranty period as stipulated in Clause 10.1, or the extended period on account of penalty, the Institute shall enter into AMC or CMC with the firm as indicated in the Supply Order. The successful bidder shall sign an agreement for the entire period or guarantee/warranty and AMC/CMC. The firm will be required to warranty/guarantee that during warranty period as well as during the service contract period, the equipment including accessories will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime). If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation entirely or partially shall also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays. Public /Govt. holidays observed by the Institute shall be allowed from the total downtime permissible as defined above. The equipment will thus be required to be maintained in satisfactory working conditions for a minimum of 347 days in each period of 365 days which defines the 95% guaranteed uptime required to be maintained in each such period of 365 days. The firm will be required to pay a penalty of Rs.2,000/- per day in case the number of days of downtime in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially,



attributable to the firm. The penalty will apply only for the number of days in excess of the permissible downtime as defined above.

- a. During the guarantee/warranty period, the time taken by the firm for putting the unit in working order more than 5 days where spare parts are required, will be considered as down time, the guarantee/warranty will be extended accordingly. Penalty will also be imposed for excess duration as per the formula given above.
- b. During the AMC, the time taken by the Institute in providing the spares till the function of the unit will not be calculated as downtime. But the period of AMC will be extended equivalent to period the unit remain out of order. The firm has to submit the Proforma Invoice for the import of spares within 4 days, extra period than this will be counted as down time.
- c. If the Institute opts to enter CMC, during this period the equipment alongwith its accessories has to be maintained for 347 days in a year as defined in this Para 14. However, 5 days time will be allowed to procure the spares, in case the same has to be imported and this period of 5 days will not be counted as downtime.

15. Voltage Stabilizers, Isolation Transformers/U.P. S. systems:

15.1. Voltage stabilizers, Isolation Transformer or U.P.S. system, as may be required, should form part of the equipment although separate quotations for the same from indigenous sources shall also be submitted. The voltage range in the Institute varies from 175 - 235. Any defect occurring in the equipment because of the defects in voltage stabilizers, Isolation Transformer or U.P.S. system as the case may be shall be attributable to the suppliers and the cost of repairs and the replacement, if any, shall be borne by the suppliers during the guarantee/warranty period as well as the service contract period.

15.2. If any part of the equipment goes defective on account of inherent fault in the machine or in any component of the equipment and needing replacement shall be replaced by the supplier during the contract period free of cost i.e. to say any defect caused in a part of the machine on account of non-maintenance of the main machine during the contract period shall be attributable to the supplier and the cost of replacement thereof shall be borne by them.

16. LATEST HOUR FOR RECEIPT OF TENDERS:

Your tender must reach this office not later than 3.00 p.m. on the due date for receipt of the tender. Tenders sent by hand delivery should be submitted to the office of respective Departments/Centres/Institutes, Panjab University, Chandigarh.

17. OPENING OF TENDER:

The technical bids shall be opened at 11.00 a.m. on the due date of opening of the tender. You are at liberty to be present, in person or through your authorized representative, at the opening of the tender at the time and date as specified in the tender notice. The name and address of the representative who would be attending the opening of the tender on behalf of tenderer should be indicated in statement to be furnished alongwith the technical bids. The representative should carry due authorization from the tenderer. Institute in its discretion may not allow any representative, who does not earn authorization for being present in bid opening. In the event of the day of receipt and opening of tender being a holiday for the University, then due date of receipt/opening of the tender will be the following working day at the same hour.

18. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

The tendering firms should keep their offers valid for acceptance for a period of 90 days from the date of opening of the technical bids. If the firms are unable to keep their offers open for the above said period, they should specifically state the period for which their offers would remain open but they must realise that such a provision may result in the rejection of their offers, provided, however, that in

the event that the day upto which the offer is to remain open is declared holiday for the University, the offer shall remain open for the following day.

19. PAYMENT TERMS:

19.1. FOB value shall be paid through irrevocable Letter of Credit established in favour of the foreign supplier through State Bank of India, Panjab University, Chandigarh on a bank in the supplier's country, on submission to the bank of the documents specified in the Letter of Credit and further following documents:

- a. Foreign supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with.
- b. Foreign supplier's certificate confirming that the original documents have been dispatched to the port consignee in accordance with the contract and
- c. Any other document specified in the notification of award or the contract.

or

The payment shall be released on the basis of certificate by the respective user department of successful installation of the equipment.

19.2. Payment of Indian Agency Commission:

Payment shall be made by the paying authority in Indian currency on presentation of claim supported by a certificate from the purchaser declaring that the goods have been delivered and that all other contractual services/ obligations, except warranty obligations, have been performed.

20. The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission out of the F.O.B. value to the Indian Agents at the earliest possible after satisfactory installation/commissioning and handing over of the system in good working condition and meeting any other requirements for payment of the Agency commission. The rate of exchange applicable for converting Agency Commission into equivalent Indian Rupees shall be the T.T. selling rate prevalent on the date of releasing the documents by the Bankers. The Indian Agency Commission out of the FOB value will be paid in Indian Currency (Rupees) to be the Indian Agents.

Successful tenderer shall be required to give an undertaking that a resident engineer of the company who is suitably trained to provide prompt and effective and preventive maintenance shall be posted at Chandigarh at all time during the period of guarantee/warranty as defined above as well as the service contract period for which nothing extra shall be payable by the Institute.

21. TRAINING OF PERSONNEL

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use of the equipment at site immediately after its installation. For this purpose the company experts shall be required to operate the equipment and train the University personnel at site at the company's cost to the satisfaction of user department.

22. SUPPLY, INSTALLATION AND COMMISSIONING OF THE EQUIPMENT:

The supply, installation and commissioning of the equipment shall be as per terms and conditions given in this document and those given in the Agreement (Annexure-'C') to be signed by the successful tenderer. The scope of work includes the installation and satisfactory commissioning of the equipment by the firm and training of personnel.

23. INSPECTION

INSPECTING AUTHORITY: HOD of the concerned department of the University or any other Authority declared as such by the Institute.

24. Tenderers are required to quote for C.I.F. up to New Delhi Airport for items to be imported.  
And also Quote CIF Chandigarh including insurance and freight from New Delhi Airport to Panjab University, Chandigarh.

25. PACKING AND MARKING: Best trade packing suitable for safe Rail/Road/Air transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.

26. PREPARATION AND DELIVERY OF TENDER:

This document and other Annexures comprising the Tender documents viz. Annexure 'A' (Detailed technical specifications), Annexure 'B' (General Questionnaire), Annexure-'C' (Agreement containing terms and conditions), Annexure 'D' (format of Bank Guarantee), Annexure D1 (Undertaking in case of Bank Guarantee is being submitted in form of FDR/TDR), Annexure 'E' (authorization letter), and Annexure 'F' (certificate of successful completion of equipment), Annexure 'G' (Proforma for Performance Statement) should be returned intact alongwith the Technical bid.

**Each page of this tender document and Annexures 'A to G', duly signed by the tenderer, should be returned intact alongwith the Technical bid.**

26.1.

- a. No tender will be considered until and unless all documents are properly signed.
- b. The tender is liable to be ignored if complete information is not given therein.
- c. All corrections must be signed by the tenderers in full.
- d. The offers should be typed or written in ink. Offers in pencil shall be ignored.
- e. Any tender which is not made out in the proper form or is received late after 15.00 hours on the due date shall not be considered.
- f. Offers with any price variation clauses shall not be accepted.
- g. Any conditional tender or any deviation from the terms and conditions of the Tender notice shall render the tender liable to rejection.
- h. Tender qualified by such vague and indefinite expressions as 'subject to immediate acceptance', subject to prior sale shall not be considered.
- i. Telegraphic/Telex/Fax offers shall not be accepted.

26.2. Only manufacturers or their authorised distributors / Agents are entitled to submit their tenders in accordance with the technical specifications as per Annexure "A". All offers other than those from the manufacturers should be supported by an Authority letter from the manufacturer authorising the firm to tender on their behalf.

26.3. In the case of partnership firms where no authority to refer disputes concerning the business of the partnership to arbitration has been conferred on any sole partnership, the tenders and all other related documents must be signed by every partner of the firm.

26.4. Delivery of Tender

Tenderers should submit their tenders in three parts

Technical Bid  
Price Bid &  
Earnest Money  
(each part in separate sealed cover)

- EMD, Technical Bids and Price Bids should be placed in separate sealed covers and superscribed as EMD, Technical Bid, and price bid respectively for \_\_\_\_\_ (give tender numbers and names of item (s) due date and time).

- The separately sealed bids alongwith the earnest money should be put in another envelope which will form the main cover. This main cover shall be kept in another cover and submitted addressed to Chairperson/Director/Coordinator of respective Department/Centre/Institute of P.U., Chandigarh, the outermost cover should be clearly superscribed Tender No. \_\_\_\_\_ for name of item(s) due on date and time \_\_\_\_\_.
- All the envelopes should bear the name and postal address of the Tenderer and shall bear the address of the office, where tender is submitted. Both the bids shall be kept valid for acceptance for a period of 90 days after opening of the technical bids. The purchaser will not be responsible for any postal delay or any other cause that may lead to delay in the receipt of the documents beyond the stipulated date and time stated in the tender document. The detailed instructions with respect to Technical Bids and Price Bids are given below:-

#### 26.5. TECHNICAL BIDS:

- I. These should be in separate sealed cover as specified above. The Annexure "A", "B", "C", "D", "E", "F", and "G" of this tender form and the covering letter to the Annexure should be returned alongwith the technical bid. Tenderers should state categorically and specifically the specifications of the equipment offered by them viz. each of the specification clauses in Annexure-'A' attached with this tender notice and bring out clearly improvements/deviations/limitations in the equipment being offered vis-a-vis the specifications and furnish the reference page number of the catalogue/Data Sheet, if any, relating to each specifications. Specific mention should also be made that the tenderer undertakes to comply with the commercial terms and conditions and deviations, if any, in this regard.
- II. The tenderer must confirm their acceptance in full of the terms and conditions relating to guarantee/warranty and uptime guarantee/warranty as contained in Para 10 and 14 of this document and tenderers must furnish alongwith technical bid guarantee/warranty from the manufacturers as under:
  - a. That the tenderer will supply all the operating service manual of the equipment supplied as well as its components.
  - b. Guarantee/warranty that they will give free 'after-sale' services during guarantee/warranty period as stipulated in Clause 10.1 or extended as the case may be.
  - c. Guarantee/warranty that a Resident Engineer of the company who is suitably trained to provide prompt and effective maintenance shall be available at all times during the period of guarantee/warranty or extended as the case may be as well as the service contract period for which nothing extra shall be payable by the Institute.
- III. Tenderers must attach, alongwith the Technical Bid a photocopy or the Constitution of the firm indicating Partnership Deed, if any, the name of the Proprietor/ Partners  
and
- IV. Foreign firms quoting direct against this tender enquiry should attach alongwith the Technical Bid, a certificate giving the name and address of their Indian Agents or their representative they have in position for servicing the equipment in India.
- V. In case the offer is from other than manufacturers, then a certificate that quantum of Indian Agency Commission, if any, mentioned by the firm in the Proforma Invoice is the same as is being charged from other Departments/Institutions for similar items and that no IAC other than that stipulated in the Proforma-invoice is payable by the Principals to the Indian Agent or any other person must accompany the Technical Bid.

- VI. The Technical Bid must be accompanied with a statement furnishing the name and address of the representative who would be attending the opening of the tender on behalf of the tenderer.
- VII. The Technical Bid must be supported by detailed technical information about the equipment including a copy of the operating manual as well as the service manual.
- VIII. Tenderers must attach with the technical bid a categorical statement as to whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service.
- IX. Specific mention should also be made that the tenderer undertake to comply with the commercial terms and conditions and deviations, if any, in this regard.
- X. Please furnish a comprehensive list detailing all places in India where the same equipment has been installed by the company in the preceding three years and attach documentary evidence wherever possible in support of this list and also certificates of its satisfactory working from the users mentioned in the list.
- XI. Please furnish the following alongwith the Technical Bid, if required :-
  - a. Complete printed literature, all drawings and list of works alongwith complete specifications for civil, public health, electrical and air-conditioning etc.
  - b. Furnish a certificate that the proposed area has been inspected and that the same is adequate for the installation of the quoted model including the air-conditioning system. Please furnish the minimum area for the Turnkey project.
- XII. The exact requirement of line voltage, current rating, etc. and the optimal climate and environment requirement for the equipment must be stated precisely.
- XIII. Details of voltage stabilizers, isolation transformer or U.P.S. system, as may be required for the equipment and the air-conditioning requirements must be stated precisely.
- XIV. In case the offer is from other than the manufacturer, then an Authority Letter from the manufacturer authorising the firm to tender on their behalf must accompany the Technical Bid.
- XV. Please furnish along with the Technical Bid a certificate or a photostat copy thereof, to the effect that you are the manufacturer of the equipment/authorised agent or distributor for the manufacturer on whose behalf you are quoting.

26.6. PRICE BIDS:

- I. These shall be separately sealed as specified in Para 26.4 above. The price bids should show item-wise break-up of price. The price quoted should be as per sub Para 26.4 and 26.6(II) below. The rates for the service contract period as specified in Para 26.6 (X) below must form a part of the price bid. Rates for the following components of turnkey project should be quoted separately (separately for each), failing which the tender is liable to be rejected.
  - a. Civil
  - b. Electrical
  - c. Air-conditioning
  - d. Public health (water supply; and sanitary fittings)
  - e. Furniture
  - f. Miscellaneous(Details of above works are given in Annexure 'A', wherever applicable).

- II. The tenderers should quote firm rates for the imported items as under:
- i. Cost of each item (FOB value)
  - ii. Total FOB value of all items.
  - iii. Add freight and insurance up to Delhi Airport.
  - iv. Indian Agency Commission payable to the Indian Agent, if any.
  - v. Net C.I.F. value (i.e. total FOB value as in (ii) plus value at (iii) above, less Indian Agency Commission at (iv) above).
  - vi. Amount of custom clearance/charges, freight and insurance charges from New Delhi to Chandigarh.
  - vii. Installation charges, if any.
  - viii. Total FOR value.

NOTE: Comparison of prices would be on the basis of F.O.R. price at Chandigarh as below.

CIF price at New Delhi Airport or at works	_____
Custom clearance charges if applicable	_____
Insurance and freight upto Chandigarh	_____
Indian agency commission if any	_____
AMC or CMC charges	_____
Total	_____

(Note: To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable, to the Indian rupees at the selling market rate of exchange established by the State Bank of India, Chandigarh for similar transactions as on the last date of submission of tenders).

- III. Indian Agents quoting on behalf of their Principals abroad should furnish alongwith their Price Bids an original Proforma Invoice from their Principals abroad, failing which the tender shall not be considered and also furnish a copy of the Agency Agreement where applicable.
- IV. Prices quoted for imported goods should not include import duty or any other tax leviable in respect of store and the same shall be chargeable at actuals on production of vouchers unless necessary exemptions are arranged by the Institute.
- V. The prices quoted for indigenous items must be FOR, Panjab University, Chandigarh. If any sales tax, excise duty etc. is payable the same must be quoted extra clearly failing which it will be presumed that the prices quoted are inclusive of all taxes etc. Where the excise duty is leviable on advaloren basis, tenderer should submit alongwith the tender, the manufacturers price list showing the actual accessible, value of the stores as approved by the excise authorities.
- VI. Where more than one unit of any equipment is required/offered, the rate should be quoted for each unit. The rates quoted in ambiguous terms will render the tender liable to rejection. The rates and units shall not be overwritten. The tender offer should be typed or written in ink. Offers in pencil will be ignored. All corrections must be signed by the tenderers in full.
- VII. Any quantity discounts must be specifically indicated in the Price Bid.
- VIII. Indian Agents quoting on behalf of their Principals abroad F.O.B./F.A.S./C.I.F. basis should furnish, alongwith the Price Bid :-
  - i. A certificate regarding the net prices, exclusive of commission, profit, etc. to be paid to their principals in foreign currency and indicate separately the amount of the

remuneration/commission/profit which the Indian Agents are entitled to in terms of their Agreement(s) with the Foreign Principals.

ii. Their Principal's Proforma Invoice or Certificate indicating remuneration/commission/discount etc. to be allowed in the particular transaction whether as a commission for the contract or as a general retained fee to their Indian Agents, and the nature of the after sales service to be rendered by Indian Agents, and also indicate whether any such payments shall be received by the Indian Agents in India or abroad with the breakup in Indian Rupees and foreign currency.

IX. The tenderer viz. the Indian Agents and/or the foreign firms should furnish alongwith the Price Bid a certificate that the rates quoted by the firm are the same as are being charged from other Government or Non-Government Departments/institutions for similar items.

X. SERVICE CONTRACT:

In addition to quoting for the equipment alongwith its accessories. tenderer must quote for Annual Maintenance Contract (AMC) as well as for Comprehensive Maintenance Contract (CMC) for a period of 5 years for maintaining the equipment at this Institute after the period of warranty or extended as the ease may be. During the service contract period the firm shall provide four preventive maintenance visits per year in addition to attending all emergency break down calls. The uptime guarantee of 347 days in a block of 365 days as defined in Para 14 also apply to the service contract period. The AMC and CMC rates will be taken into account while comparing the prices.

(a) In case of AMC, the charges should be quoted for labour cost only and should not include the cost of any replacement parts/components that may be needing replacement. Thus the charges quoted will be for service only. During the AMC replacement of parts or components that may be needed replacement shall be made available by the Institute at the Institute's own expenses but the firm has to submit the Proforma Invoice for the spares that needs replacement within a period of 4 days, failing which the extra period will be counted as down time. During the AMC the time taken by the Institute in providing the spares till the function of the unit will not be calculated as down time but the period of AMC will be extended equivalent to the period the unit remain out of order.

(b) If the Institute opts to enter CMC during this period the equipment alongwith accessories has to be maintained for 347 days in a block of 365 days as defined in Para 14. However, 5 days time will be allowed to procure the spares in case the same has to be imported and 5 days will not be counted as down time. In case of CMC, the charges should be quoted for labour cost as well as for the cost of any replacement parts/components that may be required for keeping the equipment and accessories functional.

(c) The rates of the service contract after warranty period for both AMC and CMC must be indicated strictly as below:

	AMC	CMC	
Rate for 1st year	Rs _____	Rs _____	} for ____ units.
Rate for 2nd year	Rs _____	Rs _____	
Rate for 3rd year	Rs _____	Rs _____	
Rate for 4th year	Rs _____	Rs _____	
Rate for 5th year	Rs _____	Rs _____	

NOTE 1: Rates of AMC and CMC are to be quoted in Indian Rupees only as these shall be paid in Indian Rupees only.

NOTE 2: CMC has to be for all parts. The CMC may also include consumables and reagents to the extent indicated in Annexure –‘A’. Any conditional offer may render the tender invalid.

The charges for the service contract will be paid in 4 equal installments in arrears for satisfactory service or as per mutually agreed upon schedule.

XI. SPARES:

The spares that are necessary to take care of any possible breakdown of the equipment during a period of 7 years beyond the initial guarantee period should be indicated giving the names and price of each item. This is, however, without prejudice to provision of Para X. The shelf life of each of the item must be indicated along with the time frame during which they are expected to be required for satisfactory maintenance and running of the equipment.

XII. OPTIONAL ACCESSORIES:-

Tenderer must quote separately for optional accessories for the items \_\_\_\_\_ (list of items and mention individual prices) if any recommended by tenderer.

XIII. Indian Agents quoting on behalf of their principals abroad must attach a photostat copy of their Agency Agreement with their principals abroad regarding quantum of commission payable.

XIV. Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

XV. The Indian Agency Commission out of the FOR value will be paid in Indian Currency.

27. FORCE MAJEURE:

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party; one against the other if such failure or omission or commission arises from an act of God. which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil/strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not) Civil War or state of insurrection provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

28. ARBITRATION

I. If at any time, any question, dispute or difference whatever shall arise between two parties upon or in relation to or in connection with this Agreement, either of the parties may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the Second Party/Third Party. Such a notice of the existence of any question dispute or difference in connection with this Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this Agreement shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the Arbitrators shall appoint/nominate an umpire, in the event of the Arbitrators not agreeing in their



award, the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Chandigarh (India). The Arbitrators/Umpire shall give a reasoned award.

- II. The provision of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this Agreement.
- III. Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

29. JURISDICTION :

The courts at Chandigarh alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement/contract. It is specifically agreed that no court outside and other than Chandigarh courts shall have jurisdiction in the matter.

## ANNEXURE A

### SPECIFICATIONS FOR Cell transfection system.

#### 1) Stem cell Nucleotransfection equipments or equivalent:

- 1) For transfecting various cell numbers in different formats for stem cells and other adherent and non-adherent mammalian cells, Terminally differentiated cell (cardiomyocytes, Neuronal cells etc.)
- 2) touch screen operating system, USB port for software update and data transfer
- 3) Efficiency -  $\geq$  90% in many cell types, including difficult-to-transfect cells (terminally differentiated e.g. cardiomyocytes, Neuronal), primary and stem cells specifically, easily transfect from  $2 \times 10^4$  cells to  $6 \times 10^6$  cells per reaction
- 4) Single/simple reagent kit(s) for all cell types, open system allows transfection parameters to be optimized freely, Easy to use protocol.
- 5) With UPS and surge protection
- 6) Input Voltage, 220-240V, operating environment 0-37°C, humidity 0-95% without condensation, meets standard regulatory norms IEC1010

Equipment should be completely equipped with all the accessories

#### Local supplies:

- 1) HP Make Desktop PC, Intel Core i5 Processor with minimum 4 GB RAM, 2.90 GHz, min 320 GB HDD, DVD±CD Read-Write dual layer Drive, Licensed Microsoft Windows XP professional/ 7 Operating System (compatible with the instrument software), Min 21" wide Flat Panel Color Monitor, Optical Mouse, Multimedia Keyboard (Latest Configurations), Color Laser Jet Printer (600 x 600 dpi).
- 2) **Branded online UPS compatible with the instrument with minimum one hour back up with service Check up at Chandigarh**

#### Optional items:

Supplies for at-least 100 transfections

Supply should be complete with all required accessories for successful transfections in stem cells

- B. Price break-up for the accessories, consumables and spare parts should be given in the quotation.
- C. Enclose the pre-installation guide for the details on power and room plan.
- D. **On-site warranty for five years with free service and spares**
- E. Vendor should clearly mention the after sales local service and parts availability.
- F. Compliance Certificate from principals should be provided.
- G. Installation, commissioning and performance demonstration should be given
- H. **Vendor to provide trained manpower for atleast two years available all time.**



**ANNEXURE B**  
(To be returned, fully complete, with the Technical Bid)  
**GENERAL QUESTIONNAIRE**

- i. This Annexure must accompany the Technical Bid.
- ii. The tenderers must give specific answers against each of the following questions.
- iii. Equivocal or evasive replies will render the tender liable to be ignored.

**QUESTIONS:**

- 1) Name and address of manufacturer:-
- 2) Station/Place of manufacturer:-
- 3) Whether the tendering firm is/are:-
  - a. Manufacturer
  - b. Manufacturer's authorized agents
  - c. Holders of stock of the stores tendered for.
- 4) If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacture are also produced in India. If not, give details of materials, components etc. that are imported and their break-up of the indigenous and imported components together with their value and proportion it bears to the total value of the stores.
- 5) State whether raw materials are held in stock in India sufficient for the manufacture of the stores.
- 6) Please state specifically whether the price tendered by you is to the best of your knowledge and belief, not more than the price permissible for you to charge a private purchaser for the same class and description of goods under the provisions of any law for the time being in force and not more than the prices you would charge from other Govt. Depts./Institutions in India. If not, state the reasons as well as the margin of profit included.
- 7) Please indicate the following:-
  - a. The precise relationship between the Foreign Manufacturers/Principals and their Indian Agents/Associates.
  - b. The mutual interest which the Manufacturer/Principals and their Indian Agents/Associates have in the business of each other.
- 8) Business name and construction of tendering firm. Is the firm registered under:
  - a. The Indian Companies Act, 1956.
  - b. The Indian Partnership Act, 1932 (please give the name of partner).
  - c. Any other act.
  - d. If the firm is not registered please give the name(s) and address of the owner(s)
- 9)
  - a. Do you agree to various clauses of Para of the Agreement (Annexure 'C') regarding Arbitration
  - b.
    - i. In case of partnership firms, whether registered under Indian partnership Act, 1932.
    - ii. In case the answer to question at 9(a) by the partnership firms be in the affirmative please state further:-

- iii. Whether in the partnership Agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
- iv. If the answer(s) to question 9(b) (iii) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration.
- c. If the answers to either 9(b) (iii) or 9(b)(iv) is in the affirmative, please, furnish a copy of either the partnership Agreement or the general power of attorney, as the case may be.

NOTE: Please attach to the technical bid a copy of the Partnership Agreement or the General Power of Attorney on either of which reliance is placed for authority of partner or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a NOTARY PUBLIC or its execution should be admitted by an affidavit drawn on properly stamped paper by all the partners.

10) Indicate clearly the guaranteed delivery/commissioning and handing over period.

11) Please state clearly the period for which your offer will be valid for acceptance beyond the date of opening of the Technical Bids (please see note below):

IMPORTANT NOTE: Tendering firms are requested to keep their offers valid for acceptance for a period of 90 days from the date of opening of the Technical Bids. If the firm is unable to keep its offer open for the specified period of 90 days, then they should specifically state the period for which their offers would remain open but they must realize that such a provision may result in the rejection of their offers.

12) Please furnish the following details-

Indian Agent

Income Tax

Permanent Account Number:

## ANNEXURE C

(To be returned with the Technical Bid)

### Terms and Conditions of the Agreement to be executed by successful Tenderers.

1. This Agreement regarding the supply, installation and maintenance of \_\_\_\_\_ made this day \_\_\_\_\_ Two thousand and \_\_\_\_\_ by and \_\_\_\_\_ between Panjab University, Chandigarh, represented by Chairperson / Director / Coordinator of respective Department / Centre / Institute (herein after referred to as the First Party) and M/s \_\_\_\_\_ and their agents \_\_\_\_\_ (hereinafter referred to as the Second /Third Party respectively) which expression shall unless specifically excluded by or repugnant to the context include their Heirs, Executors, Administrator, Legal Representatives and Assignees. The second party- may nominate their agent if they so desire and inform the First Party in writing about such appointment. It is further stipulated that notwithstanding anything else in this Agreement, the Second Party shall inform the First Party in writing about the change of such agency. Further, the new agency shall remain bound by the present Agreement irrespective of any arrangement written or otherwise between the Second Party and its agents to which agreed that this Agreement will be binding on all parties collectively and separately.
2. THE AGREEMENT:
  - 2.1. This Agreement concerns the supply installation and commissioning of \_\_\_\_\_ equipment on turnkey basis to be supplied by the Second Party / Third Party according to Supply Order(s) No. \_\_\_\_\_ Dated \_\_\_\_\_ and their Proforma Invoice No \_\_\_\_\_ dated \_\_\_\_\_ a copy of which is appended (Annexure\_\_\_\_). Further, the equipment is to be installed by the Second Party / Third Party at the designated premises of the first party according to the schedule agreed upon as stated below.
  - 2.2. The Second Party / Third Party agree to supply, install and commission the entire equipment within the period of 50 days in case of imported items and 30 days in other cases after placing the supply order.
  - 2.3. MODE OF DESPATCH  
  
The equipment with all its accessories should be despatched by air to Delhi (India) duly insured upto Chandigarh, freight and insurance charges prepaid.

- 2.4. The Second / Third Party shall ensure submission of performance Bank Guarantee and duly executed Agreement immediately but not later than seven days after issue of Supply Order failing which and without prejudice to its remedy under the contract, the Supply Order shall stand cancelled, except when specific extension is granted by the head of the Institute. If the PBG and Agreement is not supplied, as called for within the stipulated period, the Supply Order shall be liable to be cancelled and EMD forfeited.
- a. Further, the equipment will be supplied, installed, commissioned and handed over to the First Party in complete working order within a total period as specified above.

If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5 % of the contract price for each week of delay or part thereof until actual delivery or performance, upto a maximum deduction of 10% (ten percent) of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract by which the supplies or their satisfactory installation, commissioning and handing over is delayed. The Second Party / Third Party will inform the First Party in writing, intimating the reasons for delay in supplying, commissioning and handing over of the equipment in satisfactory working order. The First Party at its sole discretion may consider a reduction or waiving of the penalty for a period to be stipulated in writing.

- 2.5. The system operational efficiency and concepts would be fully demonstrated after job completion by the Second/Third Party for which nothing extra shall be payable by the Institute. The materials etc. required for demonstration of satisfactory functioning of the equipment shall be arranged by the Second /Third Party.
- 2.6. Thorough inspection of the equipment system will be carried out by the First Party only on completion of the entire job of installation and commissioning of the equipment. The acceptance of the equipment will be based on demonstration of the satisfactory working of all modes of the equipment as tested by the Inspecting Authority.
- 2.7. This Agreement comes into effect from the date of issue of supply order in favour of Second/Third Party. The Agreement will remain valid for a period till the rights and liabilities of the parties are finally disposed off.
- 2.8. On expiry of the initial period of 3 years, this Agreement may be renewed for a further period by mutual Agreement between the parties in writing. However, notwithstanding anything else stated here, the Second Party undertakes to continue to provide service and required spare parts at an agreed price for the entire life of the equipment. Further, the Second Party undertakes to provide all the circuit diagrams of the entire equipment, including all its accessories, in the event the particular model is phased out of production. It further agrees to provide and sell to the First Party all spare parts that may be needed for the remaining life of the equipment.

3. PRICES:

- 3.1. Prices of the equipment(s) is/are \_\_\_\_\_ with the break-up for freight & insurance, agency commission, installation charges payable at actual as below:

\_\_\_\_\_

#### 4. PAYMENT TERMS:

- 4.1. FOB value shall be paid through irrevocable Letter of Credit established in favour of the foreign supplier through State Bank of India, Panjab University, Chandigarh on a bank in the supplier's country, on submission to the bank of the documents specified in the Letter of Credit and further following documents
  - a. Foreign supplier's certificate that the amounts shown in the invoice are correct in terms of the contract and that all the terms and conditions of the contract have been complied with.
  - b. Foreign supplier's certificate confirming that the original documents have been dispatched to the port consignee in accordance with the contract, and
  - c. Any other document specified in the notification of award or the contract.

or

The payment shall be released on the basis of certificate by the respective user department of successful installation of the equipment.

- 4.2. The Indian Agency Commission of Rs. \_\_\_\_\_ will be paid to the Third Party and has been included in the total value of the equipment.
- 4.3. The Institute shall make all reasonable and due efforts to pay the Indian Agency Commission to the Third Party at the earliest possible after satisfactory installation/commissioning and handing over of the system in good working condition and meeting any other requirements for payment of the Agency Commission. The rate of exchange applicable for covering Agency commission into equivalent Indian Rupees shall be the TT selling rate prevalent on the date of releasing the documents at the time of shipment by the bankers. The Indian Agency Commission will be paid in Indian Currency (Rupees) to the Third Party.
- 4.4. The equipment will be installed by the Second Party or the Third Party; at the designated premises of the First Party.
- 4.5. The octroi exemption certificate, if required, shall be provided by the First Party.
- 4.6. It is agreed that increase in price on account of any statutory increase or fresh imposition of customs duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the accepted tender which takes place after the date of delivery installation, commissioning and handing over period stipulated in the contract, shall not be admissible on such of the said stores as are delivered after the stipulated date of delivery and completion. This is subject to Force Majeure clause.
- 4.7. It is agreed that notwithstanding anything stipulated in the contract for increase in price on any other grounds, such increase which takes place after the date of the delivery and completion stipulated in the contract shall not be admissible on such of the said stores as are delivered after the expiry of the delivery and completion period stipulated in the contract.
- 4.8. But, nevertheless, the Institute shall be entitled to the benefit of any decrease in price on account of reduction in or remission of custom duty, excise duty or sales tax or any other tax or duty or on accounts of any other grounds, which takes place before the date of actual delivery of the goods.

#### 5. IMPORT FORMALITIES AND CUSTOMS CLEARANCE:

- 5.1. The equipment requiring import from abroad will be imported under the OGL scheme, for which Second Party / Third Party will ensure, before shipment takes place, that the equipment in question can be imported under the said scheme.



- 5.2. It will be the responsibility of the Third Party to get the customs clearance of the equipment duty free where this dispensation is available. It will also be the responsibility of the Third Party to pursue any claims with the customs authorities/insurance company, cargo operators and transporters as may arise at any stage.
- 5.3. The N.M.I.C. (Not Manufactured in India Certificate) and the C.D.E.C. (Custom Duty Exemption Certificate) will be provided by the First Party. However, the Second Party / Third Party will affect the shipment only after seeking confirmation regarding availability of the above from the First Party. Delays on this account will not count towards any penalty clauses in this Agreement.
- 5.4. The First Party shall indicate in the Supply Order whether any custom duty/excise duty exemption is available. The First Party shall make available such custom / excise duty exemption certificate. However, it shall be the responsibility of the Second / Third Party, before despatching the consignment to ensure that such exemption certificates have become available with the First Party. Failure on this part of Second / Third party; will render them liable to pay all demurrage charges which become payable.

## 6. INSURANCE

- 6.1. The Second Party will ensure that the equipment is properly insured for the full C. I. F. value to cover the transit upto site of installation (At user's premises) and to cover the further storage period etc. upto and of the period of satisfactory installation as agreed upon. If the installation is delayed beyond the agreed date of satisfactory installation, commissioning and handing over of the unit then in that event any transit and storage damages which come to light after such delays shall be at the risks and cost of the Second/Third Party. The Second Party/Third Party will provide to the First Party, after due inspection, a detailed list of any loss or damage that may have occurred so as to enable the First Party to file the appropriate claims that may arise with the insurance company(ies). The second/Third Party undertakes to provide all assistance in pursuing any such insurance claims expeditiously. In lieu of damaged/lost items etc. regardless of the fact whether the claim is settled by the underwriters or not, the Second Party's liability is restricted to making free replacement/rectifications and any local expenses such as Customs Duty Clearance etc. connected with such replacements shall be borne by the First Party.

7. It should be noted that if, in consideration of offer of earlier delivery, the contract is placed with a higher tenderer in preference to the lowest acceptable offer, the tenderer will be liable to pay to the Institute the difference between the contract rate and that of the lowest acceptable tender on the basis of the final price for destination, including all elements of freight, sales tax, local taxes, duties and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified and incorporated in the contract. This is in addition to and without prejudice to other rights of the Institute to recover all other losses and damages resulting from delayed supplies and of cancellation and risk purchase in case of failure to supply the stores.

## 8. GUARANTEE/WARRANTY:

- 8.1. Guarantee/warranty shall be for a period of 36 months.
- 8.2. The foreign suppliers and the tenderer should guarantee the entire equipment against defects of manufacture, workmanship and poor quality of components.
- 8.3. The guarantee/warranty against defects of manufacture, workmanship and poor quality of components; shall be for the entire equipment and work conducted under the contract. During the guarantee period the replacement of any part(s) of the equipment or rectification of defect of works shall be free of cost.

#### 8.4. UPTIME GUARANTEE

The firm will be required to give warranty/guarantee that during warranty period the equipment, including accessories, will be maintained in good working condition for a period of 347 days out of a period of 365 days (i.e. 95% uptime). If the machine is out of order for more than 5 hours during any day, it shall be considered as one day down time. The essential period to shut down the installation, entirely or partially shall also be included in the downtime if it exceeds 2 days, while calculating the 95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays, Public/Govt. holidays observed by the Institute shall be allowed from the total down time permissible as defined above, The equipment will thus be required to be maintained in satisfactory working conditions for a minimum of 347 days in each period of 365 days which defines the 95% guaranteed uptime required to be maintained in each such period of 365 days. This guaranteed uptime shall be calculated for each block of 365 days.

- 8.5. The Second Party/Third Party will be required to pay a penalty of Rs. 2,000/- per day in case the number of days of downtime in each period of 365 days is more than the downtime permissible during warranty period which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm. The penalty will apply only for the number of days in excess of the permissible downtime as defined above.
- 8.6. The Second Party/Third Party guarantee that the equipment being offered is the latest model and that spares for the equipment will be available for a period of at least 10 years (life span). The Second Party/Third Party also guarantee that they will keep the Institute informed of any up-date of the equipment over a period of next 5 years and undertake to provide the same to the Institute at no extra cost.
- 8.7. The Second/Third Party guarantee/warranty that they will supply regularly any items of spare parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span (to be mutually decided) of the equipment if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- 8.8. The Second/Third Party guarantee that before going out of production of spare parts, the Second Party/Third Party will give adequate advance notice of at least six months to the First Party so that the First Party may undertake to procure the balance of the life time requirements of spare parts.
- 8.9. The Second/Third Party guarantee that they will make available to the First Party the blue prints and drawings of the spare parts as and when required in connection with the equipment.
- 8.10. The Second/Third Party guarantee that the goods/articles supplied to the First Party under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the clauses here of and the Second/Third Party hereby guarantee that the said goods/stores/articles conform to the description and quality aforesaid. The First Party will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/ stores/articles will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The Second Party / Third Party shall, if called upon to do so, replace within a period of fourteen days or such further period as may be extended from time to time by the First Party at his discretion, on an application made thereof by the Second Party/Third Party, the goods/stores/articles or such portion thereof as rejected by the first Party. In

such an event, the above mentioned warranty /guarantee period of the entire equipment shall be extended by the time taken for these replacements. Otherwise, the second/Third Party shall pay to the First Party such demurrages as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the First Party in that behalf.

- 8.11. The Second Party / Third Party will submit a Performance Bond / Bank Guarantee (PBG) for 10% of the value of the equipment amounting to Rs. \_\_\_\_\_ towards the execution of the Agreement and the warranty valid till the expiry of the warranty period of 36 months, or extended period of warranty of months as the case may be. The PBG should however be valid for at least 36 months. After receipt of said bank guarantee, the First Party will return the EMD already submitted by the Second Party / Third Party as earnest money. On expiry of the warranty period, the PBG will be returned by the First Party to the Second Party / Third Party but only after the latter parties have submitted a fresh Bank Guarantee for Rs. \_\_\_\_\_ valid till the expiry of the period of the service contract. The fresh Bank Guarantee to cover the service contract shall be submitted at least one month before expiry of the previous Bank Guarantee and shall be for 5% of value of the equipment referred to above in case of AMC and for 10% of value of the equipment referred to above in case of CMC.

## 9. TRAINING OF PERSONNEL

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use of the equipment at site at P.U. Chandigarh immediately after its installation. For this purpose the company experts shall be required to operate and train the personnel at Panjab University, Chandigarh at the company's cost to the satisfaction of user department.

10. The Second Party/Third Party hereby agree to make available at all times at Chandigarh, at their cost, a Resident Engineer who is suitably trained for effective, preventive and prompt maintenance of the equipment during the period of guarantee/warranty of 36 months or extended period of warranty and the service contract period.

## 11. INSTALLATION AND SATISFACTORY COMMISSIONING OF THE EQUIPMENT:

11.1. The scope of work includes the satisfactory installation and satisfactory commissioning of the equipment by the Second / Third Party. The term satisfactory installation and commissioning and handing over wherever used in this contract/Agreement will mean satisfactory and faultless functioning of the equipment for 30 days and of works conducted thereunder covered under the contract in working order. The Second Party / Third Party shall in consultation with the first Party, furnish at no extra cost to the First Party within 15 days of the Supply Order, the full details of all works required to be carried out by the Institute in connection with the completion of the work within the stipulated period.

11.2. In case the equipment is not installed and/or put in working condition to the full satisfaction of First Party within the period stipulated in the Agreement or within such time as may be extended in writing by the First Party, or the equipment does not function properly during the period of one year from the date of its installation the First Party shall be entitled to return the equipment and seek the refund of the amount paid and the interest accrued thereon/demurrages borne by it from the Second/Third Party jointly and severally.

## 12. MAINTENANCE OF THE EQUIPMENT DURING SERVICE CONTRACT PERIOD:

12.1. It shall be the responsibility of the Second Party / Third Party to keep the equipment including its accessories, covered under this Agreement in good working condition during the entire service contract period of five years, which will start with the expiry of the guarantee period as stipulated in Para 8.1 or extended period as the case may be from the date of installation of the equipment. During the service contract period, the equipment, including accessories, will be maintained in good working condition for a period of 347 days out of a period of 365 days ( i.e. 95% uptime). If the machine is out of order for more than 5 hours during the period 8.00 AM to 5.00 PM on any day, it shall be considered as one day downtime. The essential period to shut down the installation entirely or partially shall also be included in the down time if it exceeds 2 days while calculating the 95% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays. Public/Govt. holidays observed by the Institute shall be allowed from the total downtime permissible as defined above. The equipment will thus be required to be maintained in satisfactory working conditions for a minimum of 347 days in each period of 365 days which defines the 95% guaranteed uptime required to be maintained in each such period of 365 days. The firm will be required to pay a penalty of Rs. 2,000/- per day in case the number of days of downtime in each period of 365 days is more than the downtime permissible which is to be calculated as defined above and the delay for not bringing the equipment in functioning order is in any way directly, even partially, attributable to the firm. The penalty will apply only for the number of days in excess of the permissible downtime as defined above.

(a) During the AMC, the time taken by the First Party in providing the spares till the functioning of the unit will not be calculated as downtime. But the period of AMC will be extended equivalent to period the unit remains out of order. The Second Party has to submit the Proforma Invoice for the import of spares within 4 days. Extra period than this will be counted as down time.

(b) During the guarantee/warranty period the time taken by the Second Party for putting the unit in working order more than 5 days will be considered as downtime, the guarantee/warranty will be extended accordingly.

(c) If the First Party opts to enter CMC during this period, the equipment along with its accessories has to be maintained for 347 days in a year as defined in above Para 12.1. However, 5 days time will be allowed to procure the spares, in case the same has to be imported and this period of 5 days will not be counted as down time.

12.2. The Second Party will furnish a Bank Guarantee as stipulated in Para 8.11 of the Agreement.

## 13. SPARES:

### 13.1. SPARES PARTS DURING GUARANTEE/WARRANTY PERIOD:

All spare parts required during the guarantee/warranty period of the equipment as defined in Clause 8 for the satisfactory maintenance, running and upkeep of the equipment shall be provided by the Second/Third Party at its cost, expenses and care. All such defective parts/components replaced by the Second/Third Party during the guarantee period and Comprehensive Maintenance Contract period shall be the property of the Second/Third Party.

13.2. During the Annual Maintenance Contract period, replacement of parts/components that may be needing replacement shall be made available by the First Party to the Third Party at the First Party's own expense. Replacements may be the property of First Party.

#### 14. SERVICE CHARTS AND PAYMENT DURING SERVICE CONTRACT PERIOD.

- 14.1. The maintenance service charges will become effective automatically after the expiry of the guarantee period or extended warranty period as stipulated in Para 8.11 of the Agreement from the date of satisfactory installation and commissioning and handing over of the complete equipment including all accessories.
- 14.2. The Maintenance Contract Service Charges payable during the service contract period by the First Party to the Third Party shall be as under :-
- |                   |          |                   |
|-------------------|----------|-------------------|
| Rate for 1st year | Rs _____ | } for ____ units. |
| Rate for 2nd year | Rs _____ |                   |
| Rate for 3rd year | Rs _____ |                   |
| Rate for 4th year | Rs _____ |                   |
| Rate for 5th year | Rs _____ |                   |

NOTE The AMC / CMC charges shall be payable in Indian Rupees only.

- 14.3. In case of CMC, these charges include the cost of replacement parts/components/spares/accessories etc which shall be borne by the Second/Third Party. In case of AMC, these charges do not include the cost of any replacement parts/components etc.
- 14.4. The payment of the Service Contract will be released to the firm in four equal installments after verification of all service reports. The payment will be made after the expiry of each quarter.
- 14.5. The firm will arrange 4 regular visits (one every three months) every year for keeping the equipment in good working condition during the period of Service Contract. In addition to it, the firm will be responsible for attending to all emergency break down calls as and when required by the concerned department during the year.
- 14.6. No price revision will be accepted by the First Party during the tenure of the Agreement.

#### 15. FORCE.MAJEURE :

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not), Civil War or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

#### 16. ARBITRATION:

- 16.1. If at any time, any question, dispute or difference whatever shall arise between the two parties upon or in relation to or in connection with this Agreement, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two Arbitrators one to be nominated by the First Party and the other to be nominated by the Second Party/Third Party. Such a notice of the existence of any question, dispute or difference in connection with the Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this Agreement shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference, the Arbitrators shall appoint/nominate an Umpire. In the event of the Arbitrators not agreeing in their award, the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Chandigarh (India). The Arbitrators/Umpire shall give a reasoned award.

16.2. The provisions of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this Agreement.

16.3. Upon even or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

#### 17. JURISDICTION:

The courts at Chandigarh alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this Agreement/Contract. It is specifically agreed that no court outside and other than Chandigarh court shall have jurisdiction in the matter.

**ANNEXURE 'D'**  
(To be returned with the Technical Bids)  
**PERFORMANCE BOND (BANK GUARANTEE)**

In consideration for the Chairperson/Director/Coordinator of the respective Department/Centre/Institute, Panjab University, Chandigarh (hereinafter called the purchaser) having agreed to release the 100% payment of net price as per terms and conditions of a concluded Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the contract') for supply of \_\_\_\_\_ (hereinafter called the goods and services) to Messrs \_\_\_\_\_ (hereinafter called 'the supplier') on submission of a Bank Guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We, \_\_\_\_\_ (hereinafter called 'the Bank ') at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, 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 any breach by the said supplier of any of the terms and conditions contained in a said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this Guarantee shall be restricted to an amount not exceeding 10% of the value of item.

We, the Bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding,

- a. any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or am suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
- b. the invalidity, irregularity or unenforceability of the contract or
- c. any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Chairperson/Director/Coordinator of the respective Department/Centre/Institute, Panjab University, Chandigarh that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this Guarantee.

We, the Bank, hereby agrees and undertake that any claim which the Bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise howsoever. We, the Bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the Bank, further agrees 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 contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract 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 omission on the part of the purchaser or any indulgence by the purchaser to the said supplier 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.

This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this Bank Guarantee shall be resolved as per the terms and conditions of the contract.

Signature and seal of the bank

Place  
Date



**ANNEXURE 'D1'**

**(Undertaking from the Supplier on a Non-Judicial Stamp Paper of Rs 5/- duly attested by Notary)  
(To be returned with the Technical Bids)  
PERFORMANCE BOND/ GUARANTEE**

In consideration for the Chairperson/Director/Coordinator of the respective Department/Centre/Institute, Panjab University, Chandigarh (hereinafter called the purchaser) having agreed to release the 100% payment of net price as per terms and conditions of a concluded Contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called 'the contract') for supply of \_\_\_\_\_ (hereinafter called the goods and services) to us i.e. Messrs \_\_\_\_\_ (hereinafter called 'the supplier') on submission of a Performance Bond to the satisfaction of the purchaser for the due performance of the said contract.

We, Messrs \_\_\_\_\_ (hereinafter called the Supplier) hereby submit the FDR/TDR No. \_\_\_\_\_ issued by \_\_\_\_\_ (Name of the Bank) for Rs 10% of value of item pledged in favour of Chairperson/Director/Coordinator of the respective Department/Centre/Institute, Panjab University, Chandigarh as Performance Guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the Supplier, do hereby authorize Chairperson/Director/Coordinator of the respective Department/Centre/Institute, Panjab University, Chandigarh to forfeit this Performance Guarantee amount/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 any breach by us of any of the terms and conditions contained in a said contract or by reason of our failure or omission or negligence to perform the said contract or any part thereof.

We, the Supplier, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding,

- a) any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto, or
- b) the invalidity, irregularity or unenforceability of the contract, or
- c) any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Supplier, further agree that the Performance Bond/Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Chairperson/Director/Coordinator of the respective Department/Centre/Institute, Panjab University, Chandigarh certifies that the terms and conditions of the said contract have been fully and promptly carried out by us and accordingly discharges this Performance Bond / Guarantee.

We, the Supplier, 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 contract or to extend time of performance by us from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against us and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to us 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.

This Performance Bond / Guarantee will not be discharged due to the change in the constitution of the Supplier.

We, the Supplier, lastly undertakes not to revoke this Performance Bond / Guarantee except with the previous consent of the purchaser in writing,

The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the contract.

Place  
Date

Signature and seal of the Supplier

**ANNEXURE 'E'**  
**MANUFACTURERS AUTHORIZATION FORM**

To

Chairperson/Director/Coordinator of the respective Department/Centre/Institute,  
Panjab University,  
Sector 14, P.U. Campus,  
Chandigarh.

Dear Sir,  
Tender No.

We, \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_ and \_\_\_\_\_, hereby authorise Messrs. \_\_\_\_\_ [name and address of agents] to bid, negotiate and conclude the contract with you against Tender No. \_\_\_\_\_ for the above goods manufactured by us.

We shall remain responsible for the tender / Agreement negotiated by the said M/s \_\_\_\_\_, jointly and severally.

No company or firm or individual other than Messrs. \_\_\_\_\_, are authorised to bid, negotiate and conclude the contract in regard to this business against this specific IFB as also for all business in the entire territory or India.

An agency commission of \_\_\_\_\_% included in the gross ex-works price is payable to Messrs \_\_\_\_\_.

We hereby extend our full guarantee and warranty as per clause 14 of the general terms and conditions of contract for the goods offered for supply against this invitation for bid by the above firm.

Our other responsibilities include:

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

*(here specify in detail manufacturer's responsibilities)*

The services to be rendered by Messrs. \_\_\_\_\_ are as under:

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

*(here specify the services to be rendered by the agent)*

In case duties of the agent are changed or agent is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian agent.

Yours faithfully,

[name]  
for and on behalf of Messrs. \_\_\_\_\_  
[name of manufacturers].

Note : This letter of authorisation should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer A copy of notarised power of attorney should also be furnished.

**ANNEXURE 'F'**

**PROFORMA OF CERTIFICATE FOR ISSUE  
BY THE PURCHASER AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT**

No. \_\_\_\_\_ Date \_\_\_\_\_

To  
Messrs, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject: Certificate of installation/commissioning of equipment/plant and its satisfactory and faultless functioning for 30 days after installation/ commissioning.**

- 1) This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good condition along with all the standard and special accessories and a set of spares (subject to remarks in para no. 02 below) in accordance with the contract/technical specifications. The same has been installed and commissioned.
- a. Contract No./Supply Order No. \_\_\_\_\_ dated \_\_\_\_\_
  - b. Description of the equipment(s)/plant(s)
  - c. Sr. No. of equipment(s)/plant(s).
  - d. Quantity
  - e. Bill of lading/air way bill/railway receipt/woods consignment note no. \_\_\_\_\_ dated \_\_\_\_\_
  - f. Date of installation/commissioning
  - g. Date of completion of 30 days satisfactory and faultless functioning of equipment.

2) Details of accessories/spares not yet supplied and recoveries to be made on that account. :

Sl. No.	Description of item	Quantity	Amount to be recovered

- 3) The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
- 4) This will be without prejudice to the recoveries/penalties/LD which becomes payable due to omission or commission on the part of the Second and Third Party as per the Agreement, Supply Order and LOC.

Signature  
Name  
Designation with stamp

### Explanatory notes for filling up the certificate:

- a. He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract.
- b. Training of personnel has been done by the supplier as specified in the contract.
- c. It should always be kept in mind that satisfactory installation and commissioning means satisfactory and faultless functioning of the equipment for 30 days and of works conducted there under covered under the contract in working order.

**ANNEXURE 'G'**

Proforma for performance statement  
(for the period of last three years)

Tender No. :

Date and time of opening :

Name and address of the tenderer

Order placed by (address of purchaser)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of contract	Remarks indicating reasons for delay, if any	Have the goods been functioning satisfactorily (attach documentary proof)
1.	2.	3.	4.	5.	6.	7.
<hr/>						
<hr/>						