

PANJAB UNIVERSITY, SECTOR 14, CHANDIGARH

TENDER DOCUMENT FOR THE PURCHASE OF FLUORESCENCE SPECTROPHOTOMETER



Last Date and Time for receipt of Tender:	3.00 p.m. on 19 th May, 2013
Date & Time of opening of Technical bids in the department:	4.00 p.m. on 20 th May, 2013
Date & Time of opening of the Price bids in the department:	4.00 p.m. of 23 rd May, 2013

Tender Fee Rs.1000/-

Tender fee of ` 1000/- is to be submitted along with the Tender in the form of demand draft of `1000/- payable at Chandigarh in favour of Registrar, P.U. Chandigarh.

General Terms and Conditions

Dr. Navneet Kaur (PI) of Department of Chemistry is interested in the procurement, installation and commissioning of **Fluorescence Spectrophotometer** as per the prescribed technical specifications (Annexure A) so as to reach to Dr. Navneet Kaur (PI), Department of Chemistry, Panjab University, Chandigarh as per following schedule:

- | | | |
|-----|---|---|
| (a) | Last Date and Time for receipt of bids: | 3.00 p.m. on 19 th May, 2013 |
| (b) | Date & Time of opening of technical bids: | 4.00 p.m. of 20 th May, 2013 |
| (c) | Date & Time of opening of Price bids: | 4.00 p.m. of 23 rd May, 2013 |

In case the date of opening of the bids fall on the day which is declared public holiday, these shall be opened on the following day at the same time.

- (i) 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.
- (ii) 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.
- (iii) The detailed technical specifications are available for each item in Annexure A.
- (iv) 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.
- (v) Clarifications, if any could be sought from Dr. Navneet Kaur (PI), Department of Chemistry, Panjab University, Chandigarh in writing within the stipulated last date of submission of the tender.
- (vi) That the substitutions are substantially equivalent or superior to those designated in that Technical Specifications

GUARANTEE / WARRANTY & AMC/CMC

- (a) Guarantee/warranty shall be quoted for 36 months after successful installation of Unit.
- (b) In addition to quoting for the equipment, tenderers must quote the charges for Annual Maintenance Contract (AMC) for a period of 2 years for maintaining the equipment at this University after the period of warranty/guarantee. During, the service contract period, the firm shall provide four preventive maintenance visits and in addition attending to all emergent and break-down calls. The service contract charges should be quoted for labor cost only and should not include the cost of any replacement parts/components that may be needing replacement. During the service contract period replacement of parts/components that may be needing replacement shall be made available by the Institute to the firm at the Institute's own expense. The charges shall be paid to the firm in quarterly installments after satisfactory service.
- (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 5 years after the completion of Service Period of guarantee/warranty. The CMC charges should be quoted for labor cost as well as cost of any replacement parts / components that may be required for keeping the equipment functional.
- (d) Tenders not containing service contract charges shall be considered incomplete and shall be rejected. The charges of AMC and CMC will also be taken into account while comparing the prices.

The tenderer shall give a list of institutions/universities/research labs in India where their equipment had been installed. The University reserves the right to inspect such institutions/labs and see actual performance of such equipment. **Principal Investigator (PI) may also ask for demonstration of the equipment in the department at the time of technical evaluation, which shall be mandatory.**

BID, GUARANTEE AND SECURITY:

The tenderer is required to furnish Bid Guarantee and Security as per **Annexure 'D'**.

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 RC 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.

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 16 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 of 40,000/- in a lump sum amount in the form of Demand Draft in the name of Dr. Navneet Kaur, Department of Chemistry, Panjab University, Chandigarh. Earnest Money in any other form will not be accepted.
 - 5.2. Bids not accompanied by Earnest Money as stated above or less than the amount stipulated above shall be summarily rejected.
 - 5.3. 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 Dr. Navneet Kaur (PI), Department of Chemistry, Panjab University, Chandigarh along with the undertaking as at Annexure-D1) for an amount equivalent to 2% for AMC/5% for CMC of the FOB value, or to 10% of the value of the Fluorescence Spectrophotometer 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.
 - 5.4. The PI would return the earnest money mentioned in Para 5 (1) above to the successful tendering firm on the submission of the Bank Guarantee to cover the service contract period after the expiry of guarantee/warranty period of 36 months. (mentioned in Para 5 (3) above).
6. The PI 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 PI reserves to itself the right to accept or reject any or all the tenders without assigning any reason thereof.

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 charges 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 PI.

7. INSURANCE

- 7.1. 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 PI, 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 PI to prepare, lodge and pursue any claims that may arise with the Insurance Company. 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.
- 7.2. 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 PI 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 PI 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.

8. GUARANTEE/WARRANTY

- 8.1. 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.
- 8.2. 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 PI, the blue-prints and drawings of the spare parts if and when required in connection with the equipment.
- 8.3. The tenderer shall furnish the following warranty/ guarantee in case the contract is placed on him :-
- a. The tenderer hereby declares that the instrument 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 instrument conform to the description and quality aforesaid. The purchaser will be entitled to reject the said instrument thereof as may be discovered not to conform to the said description and quality. Such rejection of instrument 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 instrument 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 above from the date of installation, satisfactory commissioning and handing over of the project/equipment. Warranty for a period less than as stipulated above 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.

9. 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.

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

- 10.1. 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.
- 10.2. If the supplier fails to deliver instrument 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. The acceptance of the equipment will be based on demonstration of the satisfactory working of all modes of the equipment as tested by the PI. The Certificate will be issued by the PI 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.

11. 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.

The whole system will be operated by the company engineers/experts for VO days i.e. till satisfactory installation and cover Clause 10(i)

12. 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 University immediately after its installation. For this purpose, the company experts shall be required to operate and train the PI at site at University for a minimum period of one month at the company’s cost.

13. 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.

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

15. 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.

16. 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.

ANNEXURE A
TECHNICAL SPECIFICATIONS OF FLUORESCENCE SPECTROPHOTOMETER
(To be returned with the Technical Bid)

- A. The Fluorescence Spectrophotometer should be Computer controlled.
- B. It should be highly sensitive. Minimum signal to noise ratio should be 800:1 (RMS value) for Raman band of water (excitation wavelength 350 nm, bandpass 5 nm, response 2s).
- C. Minimum sample volume required for measurement should be 0.6 ml or lower for a standard 10 mm rectangular cell.
- D. It should have 150 W Xenon lamp as light source.
- E. It should have Stigmatic Concave Diffraction Grating on both excitation and emission sides.
- F. Wavelength range should be 200 to 750 nm on both excitation and emission sides.
- G. Spectral bandpass should be variable from 1 to 20 nm on both excitation as well as on emission side.
- H. Wavelength resolution should be 1.0 nm.
- I. Wavelength accuracy should be ± 1 nm or better.
- J. Maximum wavelength scanning speed should be 50000 nm/min or higher.
- K. Should have features like 3-dimensional measurement, wavelength scan, time scan, photometry, phosphorescence life time, luminescence measurement, etc.
- L. Accessories -
 - a. Thermostated cell holder for covering a temperature range from 5 to 60°C.
 - b. 10mm path length cell
 - c. Latest configuration PC
- M. Optional Accessory - Separate cell holder for measuring absorbance / transmittance
- N. This unit must have provision for attachment of 'Quantum Yield Measurement Accessory / Integrating Sphere'.

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 Dr. Navneet Kaur (PI), Department of Chemistry (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 PI 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:

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

In consideration for Dr. Navneet Kaur (PI), Department of Chemistry, 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 Fluorescence Spectrophotometer (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 Dr. Navneet Kaur (PI), Department of Chemistry, 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 out 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 Dr. Navneet Kaur (PI), Department of Chemistry, 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 Fluorescence Spectrophotometer (*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 Dr. Navneet Kaur (PI), Department of Chemistry, 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 Dr. Navneet Kaur (PI), Department of Chemistry, 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

Dr. Navneet Kaur (PI),
Department of Chemistry,
Sector 14, P.U. Campus,
Chandigarh.

Dear Sir,
Tender No.

We, _____ who are established and reputable manufacturers of **Fluorescence Spectrophotometer**, 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 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 as detailed below has 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. Name of equipment.
 - d. Bill of lading/air way bill/railway receipt/woods consignment note no. _____ dated _____
 - e. Date of installation/commissioning
 - f. 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 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.

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 of Fluorescence Spectrophotometer	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.
