

**DEPARTMENT OF GEOLOGY
PANJAB UNIVERSITY, SECTOR-14,
CHANDIGARH-160014**



E-TENDER DOCUMENT
For
**Supply, Installation and Commissioning of
Atomic Absorption Spectrophotometer (AAS)**
(e-Procurement)

**Installation Site: Department of Geology, Panjab University,
Chandigarh (U.T), India.**

E-Tender Number: 1866/G DATED: 04.10.2018

IMPORTANT DATE& TENDER DETAILS

E-TENDER REF. NO.	1866/GDATED: 04.10.2018
NIT ISSUE DATE	05.10.2018
LAST DATE AND TIME FOR SUBMISSION OF TENDER (ONLINE)	28.10.2018 by 18:00 Hrs. (IST)
DATE & TIME OF OPENING OF TTECHNICAL BID	29.10.2018 AT15.00 HRS, AT OFFICE OF CHAIRPERSON, DEPARTMENT OF GEOLOGY, PANJAB UNIVERSITY, CHANDIGARH,.
DATE & TIME OF OPENING OF FINANCIAL BID	Date and time will be intimated and displayed on the website notice Board, Geology Department, Panjab University, Chandigarh at http://geology.puchd.ac.in/show-noticeboard.php
PRICE OF TENDER DOCUMENT	NIL
TENDER FEE	NIL
EARNEST MONEY (EMD)	RS. 35,000/-
EMD PAYABLE TO	Registrar, Panjab University, Chandigarh
PAYMENT MODE	OFFLINE
BOQ Document Type	.PDF

NOTICE INVITING E-TENDER (e-Procurement)

Panjab University, Chandigarh, an Educational Institute of National Importance, invites e-tenders from the authorized distributors/dealers for Supply, Installation and Commissioning of Atomic Absorption Spectrophotometer (AAS). This bid is invited for “Supply, Installation, Implementation and Commissioning AAS with **three (3) year onsite warranty** at Department of Geology, Panjab University, Chandigarh. You are requested to quote your best offer along with the complete details of specifications, terms & conditions. The e-tender document can be downloaded from website, at URL Link: <http://geology.puchd.ac.in/show-tenders.php>, <https://etenders.chd.nic.in/nicgep/app>, <http://cc.puchd.ac.in/show-tenders.php>.

Sl. No.	Item Description and Technical Specification	Quantity
1.	As per Annexure-A	As per Annexure-A

(a) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated should be submitted online through e-Procurement System Chandigarh UT Administration <https://etenders.chd.nic.in/nicgep/app> not later than the date and time specified in the Schedule for Invitation to Bid under General Terms and conditions. Prospective Bidders are advised to follow the instructions provided in the “General Instruction to Bidders” for e-submission of the bids online through e-Procurement System Chandigarh UT Administration for e-Procurement at <https://etenders.chd.nic.in/nicgep/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Manual bids shall not be accepted.

(b) Bidder who has downloaded the tender from e-Procurement System Chandigarh UT Administration <https://etenders.chd.nic.in/nicgep/app>, shall not tamper/modify the tender form including EMD and tender fee template in any manner. In case if the same is found to be

tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with CDAC.

(c) Prospective bidders are advised to visit e-Procurement System Chandigarh UT Administration <https://etenders.chd.nic.in/nicgep/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

(d) The original instruments in respect of Earnest Money Deposit etc. must be delivered to the address as mentioned in the General terms and condition by the last date and time of bid submission as mentioned in Important Date section. No receipt of the same by Dr. Debabrata Das, **Principal Investigator (SERB-DST Project), Department of Geology, Panjab University, Sector-14, Chandigarh-160014 (U.T)** before the bid submission due date and time shall lead to disqualification of the Bidder.

(e) All Bids must be accompanied by an EMD (Earnest Money Deposit) of Rs. 35000 (Rupees Thirty Five Thousand).

The Bank Demand Draft should from a Nationalized Bank or Scheduled Bank registered with Reserve Bank of India (RBI) in favour of “**Registrar, Panjab University, Chandigarh**” and payable at Chandigarh. The Bid Document Fee is free of cost and Tender Participation fee is nil.

(f) **Bids shall be submitted online only at** e-Procurement System Chandigarh UT Administration <https://etenders.chd.nic.in/nicgep/app>

Note: Panjab University shall not be responsible for non-receipt / non-delivery of bid documents due to any reason whatsoever.

General Terms & Conditions:

Dr. Debabrata Das, Principal Investigator, SERB-DST project (**Groundwater Uranium Contamination in Barnala District and Adjoining areas of South-West Punjab: Genesis and Characterization of Fundamental Hydrogeological and Hydrochemical Processes that Control Uranium Mobilization and Transport in Groundwater**) and Assistant Professor, Department of Geology, Panjab University Chandigarh is interested in the procurement, installation, commissioning and training of the use of **Atomic Absorption Spectrophotometer (AAS)** as per the prescribed technical specifications (Annexure-as per following e-procurement schedule:

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|---|---|---|
| (a) Last Date and Time for Submission of bids | : | 28.10.2018, 6:00 PM. |
| (b) Date & Time of opening of technical bids | : | 29.10.2018, 3.00 PM. |
| (c) Date & Time of opening of Price bids | : | Date & time will be intimated. |
| (d) Date and Time of demonstration of product | : | Date & time will be intimated. |

Note-1: 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 appointed 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. Debabrata Das (Assistant Professor, Department of Geology, Panjab University, Chandigarh) in writing within the stipulated last date of submission of the tender ([Email-debratadas@pu.ac.in.](mailto:debratadas@pu.ac.in), Mob: 7087097510.)

Eligibility Criteria

The following criteria must strictly be fulfilled by the bidder. The bidder must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright. Incomplete bids or bids deviating from minimum eligibility criteria defined below will be treated as unresponsive and shall not be considered eligible for further evaluation.

Sr. No.	Criteria	Supporting documents to be submitted
1	Bidder should be registered as Limited/ Private Limited / Proprietorship/ Partnership/society etc. all types of Registered firms.	Certificate of Incorporation /Registration, Partnership Deed/TIN Registration/registration of agency
2	Must have an average annual turnover of last three years for the financial years 2015-16, 2016-17 & 2017-18 not less than Rs.2 crore	Copy of Audited Balance sheets along with Profit and loss statements with highlighted relevant figures (in case the audited financial statements do not reflect the above, original Statutory Auditors' certificate on the actual relevant figures)
3	Must be registered with the Indian Service Tax department	Copy of PAN Card/valid Service Tax Registration Certificate in the name of the company
4	Should not be blacklisted by the Central/State Government and Public sector	As per Annexure-H signed by competent authority
5	Bidder should have service/support center for AAS in India	Location and Address of the service/support centre.

Bid details and Check lists:

The two part bid system will be followed for this e-tender. In this system, bidder must submit their offer - online as explained below:

Technical Bid: Technical bid shall contain the following information

a) EMD and Bidder Eligibility & Pre-qualification as per **Table-1** below

b) Technical proposal as per **Table-2**

Commercial Bid: Commercial bid shall contain the information mentioned in **Table-3**

The technical bid should not contain any commercial information, in case contains any commercial information, **the bid will be disqualified**

Note: Please check the checklists below for submitting the Technical Bid and Commercial Bid.

a) Check list (as in Table-1 and Table-2) should be duly filled, signed and scanned and should be made as part of **Technical Bid** to be uploaded. The supporting documents specified in the attachments shall also be uploaded.

b) Check-list (as in Table-3) should be duly filled, signed should be made as part of the Commercial Bid to be uploaded along with supporting documents specified in the Attachment.

Table-1: Check List of Eligibility and Pre-qualification documents to be uploaded in the Technical Bid (*Bidder Eligibility & Pre-Qualification Criteria*)

Sl. No.	Bidder Eligibility & Prequalification criteria	Supporting Documents to be uploaded	Whether uploaded (Yes/No)
1	Submission of EMD	1) Signed and Scanned Copy of details of EMD as per format a given in Details of EMD at Section 1.1 2) Signed and Scanned Copy of EMD of the prescribed amount	
2	General Information of the Bidder	Signed and Scanned Copy of the format as per Section 1.2: General Information of the Bidder	
3	Bidder should be a firm registered in India	Signed and Scanned Copy of Certificate of Incorporation	
4	Must have an average annual turnover of last three years for the financial years 2015-16, 2016-17 & 2017-18 not less than Rs.2 crore	Financial performance for last three years as per Section 1.3: Financial Information Format of Bidder Eligibility Criteria	
5	Bidder should not be blacklisted / banned by any government/semi government authority in India for supply of materials / carrying out operations and maintenance work / application development.	Signed and Scanned copies of an undertaking by an authorized signatory of the company in this regard	
6	Bidder should have service/support center for AAS in India	Location and Address of the service/support centre.	

Table-2: Check List of documents as part of Technical Proposal to be uploaded in Technical Bid (Technical Proposal Documents)

Sl. No.	Technical proposal documents	Whether uploaded (Yes/No)
1	Proposed Technical solution (As per details in the Section:1.4- Proposed Technical solution)	
2	Signed and Scanned copy of OEM Certificate and OEM commitment and authorization form for all mandatory items as per Section 1.7 & Section 1.11	
3	Compliance statement, Section-1.5	
4	Non-compliance statement, Section-1.6	
5	Details of Training, Section 1.8	
6	BOQ as in the commercial bid with value/price information masked, Section 1.9	
7	Tender acceptance letter, Section-1.10	
8	General Questionnaire (Annexure-B), Terms and condition of the agreement (Annexure-C), Performance Bond/Guarantee(Annexure-D1), MAF(Annexure-E1), (Annexure-G)	

Table-3: Check List of documents to be uploaded in the Commercial Bid (Commercial Proposal)

Sl. No.	Commercial proposal documents	Whether uploaded (Yes/No)
1	Signed and Scanned Copy of Commercial Bid Letter (as per Section 2.1)	
2	Commercial bid as per BOQ.pdf template (pdf format) from https://etenders.chd.nic.in/nicgep/app (as per Section 2.2)	

Delivery:

The selected bidder has to deliver the supplies within 30 days from the date of issue of purchase orders/award of contract.

GUARANTEE / WARRANTY:

- (a) **The warranty period should be three years** (with spares) from the date of installation with satisfactory performance as per specifications.

(b) **Minimum Five years of optics warranty** must be quoted along with system.

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 amount 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 commission on the part of new Indian Agent.

DETAILED INSTRUCTIONS FOR SUBMISSION OF TENDER

- 1.** Only Manufacturers or their Authorized Distributors/Agents are entitled to submit the Proforma Invoices.
- 2.** The tender shall be prepared and submitted as per Para 20 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. 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 BANK GUARANTEE

5.1. The tender must be accompanied with **Earnest Money* of Rs. 35,000/-**(Thirty Five Thousand only) in a lump sum Amount, in the form of **Demand Draft (in favor of Registrar, 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 favor of Dr. Debabrata Das (Assistant Professor, Department of Geology, Panjab University, Chandigarh)along with the undertaking as atAnnexure-D1), for an amount equivalent to 5% of the value of the Atomic Absorption Spectrophotometer (AAS)towards the execution of the agreement and the warranty. The Bank Guarantee or FDR/TDR should be valid for a period 60 days beyond the warranty/guarantee expires. The Bank Guarantee for 5% 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 Purchaser 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 period mentioned in Para 5 (3) above.

6. The Purchaser 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 Purchaser 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/high sea sales under the OGL (or relevant) 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 Department.

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. up to 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 Purchaser, 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 Purchaser 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 the purchaser 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 purchaser 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:

8.1The guarantee/warranty against defects of manufacture / workmanship and poor quality of components for the entire equipment and the work conducted under the contract must be for a **period of 36 months from the date of satisfactory installation, commissioning and handing over the equipment at site. Minimum 5 years of optics warranty must be quoted along with system.** 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 therewith 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 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 Purchaser. 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 along with 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, if imported, with all its accessories should be dispatched 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 (PBG) 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, up to 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 Purchaser. The Certificate will be issued by the Purchaser for the satisfactory completion of the supply; installation and commissioning of the equipment in form 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.

12. 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.

13. Tenderers are required to quote for C.I.F. up to New Delhi Airport for items to be imported. CIF Chandigarh including insurance and freight from New Delhi Airport to the Department of Geology, Panjab University, Chandigarh. For equipment produced in India, cost including carriage, insurance etc. up to Department of Geology, Panjab University, Chandigarh should be mentioned.

14. 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.

15. ONLINE U.P. S. SYSTEMS:

15.1 Voltage stabilizers, or Isolation Transformer U.P.S. system, as may be required, should form part of the equipment although quotations for the same from indigenous sources shall also be submitted. The voltage range in the Department varies from 175- 260 V. 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 needed replacement shall be done 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.

15.3 The equipment supplied must be compatible with power supply system being followed in India, viz. 240VAC, 50Hz.

16. LATEST HOUR FOR SUBMISSION OF TENDERS:

Your e-tender must be submitted by 6.00 PM on 28.10.2018 through e-Procurement System Chandigarh UT Administration <https://etenders.chd.nic.in/nicgep/app>.

17. OPENING OF TENDER:

The e-technical bids shall be opened at 15.00 Hrs on 29.10.2018.

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 along with the technical bids. The representative should carry due authorization from the tenderer. P.I. – SERB-DST Project (Principal Investigator), Department of Geology, Chandigarh 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 realize that such a provision may result in the rejection of their offers, provided, however, that in the event that the day up to which the offer is to remain the offer shall remain open for the following day.

19. PAYMENT TERMS:

Given in the attached Annexure-C.

20.1 Contents of Bid:

The prospective bidders are required to submit their bids online through eTendering system of Chandigarh Administration (<http://etenders.chd.nic.in>). Hard copies of the same in two separate envelopes as under :-

Pre-Qualification:

Scanned copy of earnest money deposit. The EMD in original shall reach to Dr. Debabrata Das, Principal Investigation, SERB Project, Department of Geology, Panjab University, Chandigarh-160014 on or before the last date of bid submission along with following documents as mentioned in the eligibility criteria.

- 1) Certificate of Incorporation/Registration/memorandum of Association/Partnership Deed.
- 2) Copy of audited balance sheets along with profit & loss statements showing average annual turnover of Rs.2 crores for the last three financial years 2015-16, 2016-17&2017-18 showing net positive worth of the Company with highlighted relevant figures(in case the audited financial statements do not reflect the above, original statutory Auditors certificate on the actual relevant figures)
- 3) Copy of PAN Card/valid Service Tax Registration Certificate in name of the Company
- 4) A declaration as per Annexure-H for non blacklisting on company's letter head duly signed by authorized signatory i.e Notary/Judicial Magistrate).

Note:

1. The bidders have to produce the original documents as & when asked for by the purchaser. The failure of the bidder to furnish the said original documents will entail summarily rejection of its bid.
2. The purchaser will not be responsible for any delay in online submission of the bids due to any reason whatsoever.
3. Corrigendum/Addendum to this bid, if any, will be uploaded on the website

<http://etenders.chd.nic.in>. No separate communication will be sent to any bidder.

This may be noted by the bidder on its own.

4. The purchaser reserves the right to verify the particulars furnished by the bidder Independently. If any information furnished by the bidder is found incorrect at a Later stge. The bidder shall liable to be debarred for future bidding in Panjab University for a period of 2 years.

5. For any technical issues related to electronic tendering portal, Bidders may contact eProcurement cell, Department of Information Technology,5th floor, Additional Deluxe Building, Sector-9/D,Chandigarh or email at etender-chd@nic.in. Phone No.0172-2740641,0172-2740005 .

20.2 Evaluation Process:

1. Eligibility criteria and technical bids of only those bidders will be evaluated, whose valid EMD instruments are found to be in order. Bid received without EMD will be summarily rejected.
2. Samples must bearing complete description of the tendered items. Samples be submitted by hand on or before specified date & time, if it seems that samples are bulky in nature. The list of submitted samples must be attached along with the technical bid.
3. A duly constituted Evaluation Committee (EC) will first select bidders on the basis of eligibility criteria defined for this tender. The bids conforming to the eligibility criterion only will be considered for further evaluation. If there is any lack of clarity in the submitted eligibility documents. EC may ask concerned bidder to prove their eligibility.
4. The EC shall evaluate the responses to the tender and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence my lead to rejection.
5. The EC may ask for meetings with the Bidders any time during the evaluation process to seek clarifications on their bids.
6. The EC reserves the right to reject any or all bids on the basis of any deviations. The decision of the EC in the evaluation of responses to the tender shall be final.
7. Conditional bids would be liable for rejection.

8. Upon verification evaluation/assessment, if in case of any information furnished by the bidder is found to be false/ incorrect, their bid shall be summarily rejected and no further correspondence on the same shall be entertained.

9. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s).

10. The EC will shortlist the Technical bids on the basis of the minimum eligibility criteria. The samples of only those short listed bidders will be considered and further checked and selected by the EC.

20.3 Financial Evaluation:

The financial bids of only technically qualified bidders will be opened on the prescribed date.

- i. Financial bid in total value considered on L1 (lowest rate among all participants) basis item wise of only those bidders who have qualified technically.
- ii. Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straightway and EMD of such vendors will be forfeited.

20.4 Instructions to Bidders:

a. Submission of Bids:

Online bids shall be received by the purchaser before the time and date specified in the schedule of the bid notice. The purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum.

b. Method of Submission of Bids:

The two bids system shall be followed. Pre-qualification, Technical and commercial offers shall be submitted online in three separate envelopes one Procurement system(<http://etenders.chd.nic.in>). The bidders shall submit their bids online in electronic format only and with digital signatures for participation in the e-tendering process. The

bidders need to register themselves on the website <http://etenders.chd.nic.in>. For clarification and necessary information on the process to obtain digital signatures, the bidders are required to visit www.cca.gov.in and <http://etenders.chd.nic.in>. Bids without digital signatures will not be accepted by the electronic tendering system. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents including the scanned copy of EMD have been uploaded with the bid within the time limit as specified in the bid document. The documents to be submitted by the bidders, as specified in the bid document, could be scanned in low resolution (~100 DPI) AND IN GREYSTYLE. The PDF so prepared by the bidders could be shrunk in size and then uploaded by the bidders. **BOQ must be uploaded in PDF format.**

Late offers:

Late submission will not be entertained and will not be permitted by the e Procurement system after due date & time.

c. Cost of Bidding & currency:

The price will remain fixed for the period of the work completion and no changes for any reason whatsoever will be allowed. The bidder shall bear all costs associated with the preparation and submission of its bid.

d. Erasures or Alternations and Signing of Tenders Offers:

The bid shall be signed by the bidder or a person or persons duly authorized. The person signing the bid shall initial all pages of the offer, except for un-amended printed literature.

The bid should contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in that case such corrections shall be initialed by the person signing the offer.

e. Fixed Price:

The commercial offer shall be on a fixed price basis. All the applicable taxes and levies (all direct and indirect taxes including local duties, levies etc.) shall be clearly specified by the Bidder in the financial bid perform.

f. Offer Validity Period:

The offer must be valid for minimum 90days from the date of submission of bids.

g. Clarifications of Offers:

To assist in the scrutiny, evaluation and comparison of offers, the purchaser may, at its discretion, ask some or all the bidders for clarifications of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. Etc. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person.

h. Amendment of the Document:

- i) At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by the prospective bidder, modify the RFP document.
- ii) Any amendments would be intimated to all the prospective bidders by issuing corrigendum.
- iii) In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing the bids, the purchaser at its discretion may extend the deadline for the submission of bids.

i. Language of Bid:

The bid, as well as all correspondence and documents relating to the offer exchanged by the bidder and the purchaser, shall be in English language only. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation in English language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

j. General Conditions:

1. 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 along with the Technical bid. Each page of this tender document and Annexures 'A to H', duly signed by the tenderer, should be returned intact along with the Technical bid.

2. Bidders must be single entity only. Consortium shall not be allowed in any case.
3. Bidders are required to fully understand the work and ascertain the requirements before submitting the bid.
4. The award of the work will be communicated in writing at the address provided by the organization. Any change of the address of the organization should therefore, be promptly notified in writing to the Purchaser.
5. The scope of work shall include supply, delivery at site, unloading any other services associated with the delivery of the equipment and materials.
6. Failure on the contract's part to comply with any of the conditions above may result in forfeiture of EMD/ balance payment to vendor and shall result in termination of the contract.
7. Payment shall be made as per the actual quantity executed and quantities mentioned in the RFP can be increased or decreased at the sole discretion of the purchaser.
8. Nothing extra shall be paid against the price quoted due to escalation of prices/ cost or loss or damages caused by rain, flood war epidemic, strike or any other natural calamity.
9. Any dispute in connection with this contract shall be subject to the territorial jurisdiction of the Local Courts at Chandigarh.
10. The quantity shown in the schedule are tentative and can be increased or decreased to any extent during the contract period with the prior approval of the worthy Vice-Chancellor.

Force Majeure: A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not limited to the acts of God, strike or labor disputes, embargoes, Government orders or any other force Majeure event.

Annexure-A

Detailed Technical Specifications for Atomic Absorption Spectrophotometer (AAS) with Accessories

AAS system must be fully computer controlled along with all additional/required accessories.

1. Fully Automated Personal Computer controlled Integrated Atomic Absorption Spectrometer System with Double Beam optics. Automatic Changeover between–**FLAME MODE**, absorption and emission capability along with Deuterium background correction.
2. **Optics:** Double beam optical design. Automatic Wavelength and Slit Selection with automatic peaking.
3. Optical True Double-Beam system with Facility of future upgradability for AUTOMATED changeover from Flame to Graphite Furnace (GF) to avoid any mechanical movement of the set up while changing from flame to furnace mode (Including Auto-sampler of GF).
4. Wavelength range: 185 to 900nm.
5. Variable band width with automatic wavelength adjustment (variable slit width 0.2 to 1.2nm)
6. Monochromator: Echelle monochromator and prism or Grating with 1800 lines/mm blazed at focal length of minimum above 250 mm and the Reciprocal Linear Dispersion of 1.6 nm/mm or better.
7. Control via external PC and software.
8. **Atomizer System:**
 - a. The system must have software controlled automatic vertical and horizontal alignment of the flame burner head for optimum light transmission.
 - b. System must come with Standard 10 cm titanium burner head for Air – Acetylene flame for better absorbance. For elements that need N₂O – Acetylene flame, 5 cm burner head must also be quoted.
 - c. System must have software controlled flame ignition.
 - d. A suitable air compressor must be offered with the system.
9. **Lamps:**
 - a. The system must have a **minimum 8 lamps holder** with a provision of computer controlled automatic lamp selection, slit width selection,

wavelength selection. **System must have independent power supply for each lamp.**

- b. Branded Coded lamps with minimum life of 8000 mAH or one year warranty must be offered.
- c. Built-in power supplies for both the Coded Hollow Cathode Lamps and eighteen single elements lamp must be quoted. The list of eighteen (18) elements will be given at the time of delivery of instrument.

10. Detector:

- a. Wide range Photomultiplier Tubes (PMT) or Solid State with highest quantum efficiency.
- b. Wavelength range: 185 – 900 nm or better
- c. Operator selectable Read time from 0.1 to 120 seconds.

11. Flame System:

- a. Burner: Universal Titanium finned burner with corrosion free Titanium material or separate burner for Acetylene and Nitrous Oxide flame and fully inert spray chamber. Burner height automatically adjustable and automatic gas controlled for optimization. The changeover must be automatic between Air/Acetylene & Acetylene/Nitrous Oxide.
- b. The Nebulizer must be resistant to all types of Acids, Solvents.

12. Background Correction Methodology:

- a. Deuterium Lamp Background Correction.

13. Gas Flows system:

- a. Software controlled flame ignition and automatic changeover of oxidant flow from acetylene to nitrous oxide when switching to or from air-acetylene to nitrous oxide - acetylene flame.
- b. Fully software controlled oxidant and fuel gas flow monitoring.

14. Sensitivity: Vendor must provide report of the quoted system demonstrating **>0.9** absorbance with the precision of **<0.5% RSD** from 5 second integrations for 5 ppm Cu standard.

15. The atomic absorption spectrometer system must be able to be incorporated with the accessories like:

- a. Vapor/hydride analysis for flame to gain an extra mileage of accessing ppb and ppt levels respectively.

16. All safety interlocks built-in and additional feature like Burner Head Interlock, Nebulizer/End Cap Interlock and Drain Interlock to be built-in.

17. Optical System:

- a. A real time true double beam spectrometer system with high light throughput.
- b. A focal length of minimum above 250 mm and the Reciprocal Linear Dispersion of 1.6 nm/mm.
- c. System must have the maximum light transmission for the best detection limits with least maintenance.
- d. System should automatically adjust to changes in lamp intensity for stable baselines and compensates for drift multiple times per second.
- e. System must have fast start-up and exceptional long-term stability without recalibration.

18. Accessories must be included:

- a. **Vapor Generation/ Hydride Assembly** must be quoted for the analysis of elements like As, Hg, Se etc.
- b. Desktop Computer- A branded computer- Minimum Configuration-Intel DUAL CORE 3.0 GHZ, 4GB RAM, 500GB HDD, 1 PCI SLOT, USB Ports, Keyboard, Optical Mouse, With minimum 19" Wide TFT Monitor with WINDOWS software.
 - ii. Licensed Software for Data acquisition & Data Processing of AAS system with Backup Copy in C. D., with provision of future up-gradation.
- c. Printer-HP/Canon/brothers/Xerox Color Ink Jet Printer.
- d. Software feature –
 - i. Software package with extensive functions for controlling the device.
 - ii. Monitors and regulates all important system parameters - plug and start technology.
 - iii. Intuitive user guidance including cookbook library for numerous standard applications.
- e. Branded Air Compressor: Oil Free, Noiseless Air Compressor, with Air Purifiers and moisture trap compatible with quoted A. A. S. Unit.
- f. Acetylene, Nitrous Oxide and Argon Filled Cylinders for AAS analysis (UHP Grade) with necessary Tubings & Connectors.
- g. Double Stage Gas Regulators for Acetylene Gas, Argon Gas, Nitrous Oxide (with heater) Cylinders.
- h. Stainless Steel Hood with Exhaust Fan including necessary fitting and Ducting Facility.
- i. Gas Distribution Line for Nitrous Oxide, Acetylene and Argon with filter/purifier
- j. Branded online 5 KVA UPS with isolation transformer for minimum 30 minutes back up.
- k. Certified Standard solution for AAS (1000 PPM) for all elements as mentioned against Hollow Cathode Lamps (each bottle of 200 ml).

- I. One Window Air Conditioner-One and Half (1.5) Ton- Minimum 3 star must be quoted along with system.

19. Additional requirement:

- a. 3 years on-site warranty from date of installation.
- b. Optics warranty: Minimum 5 years of optics warranty must be quoted along with system.
- c. **System must have option to upgrade with graphite furnace and must have Zeeman background correction with option to have 21 CFR audit trail feature with software up gradation. Conform to all relevant standards(ASTM, ISO etc.).**
- d. Training: 5 days extensive training for 3or more persons at installation site or other reputed institute.
- e. Site preparation including gas line: by bidders.
- f. Compliance certificate should be provided.
- g. **The offer needs to be accompanied with all required supporting technical literatures, ISO Certificate of the manufacturing works, at least details of four users in North India with contact nos, email id other than performance certificates from the users, Authorization certificate of the Principal Companies, details of service facilities available with the contact numbers of the service persons responsible for the product in North India along with their experience on the servicing of the instrument (AAS).**
- h. Ensure the break up prices of all components

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 in 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:

1. Indian Agent (If any)

2. Income Tax Return

3. Permanent Account Number:

ANNEXURE-C

(To be returned with the Technical Bid)

Terms and Conditions of the Agreement, to be executed by successful Tenderer.

1. This Agreement regarding the supply and maintenance of Atomic Absorption Spectrophotometer (AAS) made this day by and between Dr. Debabrata Das (Assistant Professor, Department of Geology, Panjab University, Chandigarh) (hereinafter 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 Atomic Absorption Spectrometer (AAS) on turnkey basis to be supplied by the Second Party / Third Party according to Supply Order No. _____ Dated _____ and their Proforma Invoice No _____ dated _____ a copy of which his 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 DISPATCH

The equipment if imported, with all its accessories should be dispatched by air to Delhi (India) duly insured up to 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 department. 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, up to 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 favor of Second/Third Party. The Agreement will remain valid for a period till the rights and liabilities of the parties are finally disposed of.

2.8. On expiry of the initial period of 1 year, 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 maybe 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. For imported items, FOB value may be paid through irrevocable Letter of Credit established in favor 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 Purchaser 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

Rupee 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/High sea sales 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 dispatching 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 Second Party will ensure that the equipment is properly insured for the full C. I. F. value to cover the transit up to site of installation (At user's premises) and to cover the further storage period etc. up to 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 of instrument shall be for a period of 36 months and minimum 5 years optics warranty.

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 manufactures 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. 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 10years (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.

8.5.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.

8.6.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 lifetime requirements of spare parts.

8.7. The Second/Third Party guarantee that they will make available to the First Party the blueprints and drawings of the spare parts as and when required in connection with the equipment. 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 on form 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.

8.8. The Second Party / Third Party will submit a Performance Bond / Bank Guarantee (PBG)for 5% 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 60 days beyond expiry of Guarantee/Warranty period. 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.

9. INSTALLATION AND SATISFACTORY COMMISSIONING OF THE EQUIPMENT:

9.1. 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 there under 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.

9.2. 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.

10. SPARES

10.1. 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 shall be the property of the Second/Third Party.

11. 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.

12. ARBITRATION:

12.1. 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 notice to the other 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 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.

12.2. 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.

13. 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-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 Dr. Debabrata Das (Assistant Professor, Department of Geology, 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 Atomic Absorption Spectrometer (*hereinafter called the goods*) 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 5% of value of item pledged in favour of Dr. Debabrata Das (Assistant Professor, Department of Geology, 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. Debabrata Das (Assistant Professor, Department of Geology, 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 buys 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. Debabrata Das
Assistant Professor,
Department of Geology,
Panjab University,
Chandigarh-160014.

Dear Sir,

Tender No.

We, _____ who are established and reputable manufacturers of Atomic Absorption Spectrometer (AAS), having factories at _____ and _____, hereby authorize 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 M/s _____, are authorized 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 M/s _____.

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 authorization should be on the letter head 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 notarized 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. 2 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: SI. 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. 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 No. & Date	Description of Atomic Absorption Spectrometer	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

ANNEXURE-H

(To be executed on stamp paper) worth Rs.5/-

I _____ son of _____
_____ Resident of _____

Police
Station _____ Distt. _____ Contractor/Partner or Sole
Proprietor (Strike out word which is not applicable) of Firm of
Contractor _____ do hereby declare on solemn affirmation that the
individual/ companies, black-listed by the Union or the State Government or any partner or
shareholder thereof are not directly or indirectly connected with or has any subsisting interest
in business of my/our firm.

In case the information is found to be incorrect or false, an appropriate action may be taken
against me by the authorities. I shall also be liable to indemnify the University in case any
claim arises out of information given by me.

Deponent _____
Address _____

Dated _____

Verification:-

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

Deponent _____

Section-1: TECHNICAL BID

Technical Bid shall be submitted online as described in General Instruction to the Bidders.

- a. Earnest Money Deposit.
- b. Pre-qualification criteria supporting documents
- c. Technical proposal
- d. Technical support documents in CD/Pen drive (Brochures, data sheets etc)
(Before the date and time of technical bid opening)

1.1 Details of EMD:

Earnest Money Deposit Details

Demand Draft/ BG no. & date	Amount (in Rs.)	Name of the Bank & Branch

1.2: General Information of the Bidder:

1.	Name of BIDDER	
2.	Address	
3.	Telephone Number	
4.	Fax Number	
5.	Email	
6.	Web Site	
7.	<p>Legal status</p> <p>a Government/ Public Sector Undertaking</p> <p>a propriety firm</p> <p>a partnership firm (if yes, give partnership deed)</p> <p>a limited company or limited corporation</p> <p>a member of a group of companies (if yes, give name and address, and description of other companies)</p> <p>a subsidiary of a large corporation (if yes give the name and address of the parent Organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project.</p>	
8.	Date of registration of the bidder firm in India under Companies Act 1956. Please submit a copy of Certificate of Incorporation.	
9.	<p>Correspondence Address</p> <p>Name</p> <p>Designation</p> <p>Address</p> <p>E-mail</p> <p>Phone</p> <p>Fax</p>	
10.	The bidder should be a registered vendor and valid GSTN registration number (Copy of GST registration along with TIN)	
11.	Income Tax registration details (Copy of PAN)	
12.	Whether all the statutory requirements/obligations have been duly complied with under various registration	
13.	Number of years of experience in implementation of the similar system in India	
14.	Have you been blacklisted / banned / declared having delivered dissatisfactory performance by any government / semi-government authority in India for supply of materials / carrying out	
	operations and maintenance work / application development. An undertaking by an authorized signatory of the company needs to be submitted in this regard.	

Signature of Bidder

Seal of Bidder

1.3 Format of Bidder Eligibility Criteria

Particulars	Financial Year		
	2014-15	2015-16	2016-17
Annual Turnover (Rs. Crores)			

1.4 Format of Technical Proposal: (Proposed Technical solution)

The attachment broadly contain the following details:

The attachment broadly contain the following details:

- List of successful implementation along with user performance certificate
- Installation diagram and procedure document
- OEM certificate
- Manufactures Authorization Form (MAF – if not OEM)
- Mode and process of support
- Plan document for support and preventive maintenance of the system
- Training & handholding
- Support and Maintenance

It should also include

I. Make, model and part no. of items and sub-items quoted.

II. Detailed Description of Technical specifications

III. Detailed brochure with specifications for the offered items with model & part numbers highlighted.

IV. Details of licenses offered for software if any

1.5: Compliance statement:

Compliance statement as per the template provided shall be provided along with tender.

<u>Sl. No.</u>	Technical Specification	Complied Yes/No	Remarks	In case of deviation, SL. No of the item in non-compliance statement	Documentary Evidence

Note : Relevant portions of the referred documents to be highlighted.

1.6: Non-Compliance Statement

Any proposed deliverable/ functional aspects/ technical aspects/ terms/ conditions or any other item NOT IN compliance to RFP Requirement.

Sl. No	Section/ Page No. in RFP	Sl. No. as in RFP	Requirement as specified in RFP	Deviation	Remarks/ Reasons /Alternatives

1.7: OEM Certificate:

OEM Certificate

(to be submitted by manufacturers)

To,
Dr. Debabrata Das,
Principal Investigator, SERB Project
Department of Geology, Panjab University
Chandigarh-160014.

Sub: Product Compliance with the tender specifications for "Supply, Installation, Implementation and Commissioning of AAS with 3 year onsite warranty and 5 years optic warranty.

Ref. No.
Dated:

Dear Sir
Tender No
Equipment Name

1. We (name of the OEM) declare that we are the are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), and having factories at _____

2. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of warranty/CMC/AMC as per the above tender.

3. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipment's tendered within the stipulated time.

(Name) for and on behalf of
M/s. _____
(Name of manufacturers)
Date: Place:

Note: This letter of authority 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.

1.7: MAF Certificate:

MANUFACTURER'S AUTHORISATION FORM
(to be submitted by authorized dealers/representatives/importers)

To,
Dr. Debabrata Das,
Principal Investigator, SERB Project
Department of Geology, Panjab University
Chandigarh-160014.

Sub: Product Compliance with the tender specifications for "Supply, Installation, Implementation and Commissioning of Full Field Digital Mammography Unit with 5 year onsite warranty" in mobile telemedicine unit.

Ref. No.

Dated:

Dear Sir,

Tender No Equipment Name

1. We (name of the OEM) are the original manufacturers of the above equipment having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no..

2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warranty /CMC/AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

for and on behalf of M/s. _____

(Name of manufacturers)

Date:

Place:

Note: This letter of authority 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.

1.8: Training:

Details of training planned & handholding

1.9 Commercial Bid:

Commercial bid with value/price information masked as per BoQ.pdf (with mention of make, model, part no./sub part nos., item description, unit and quantity quoted)

1.10: Tender Acceptance Letter

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,
Dr. Debabrata Das,
Principal Investigator, SERB Project
Department of Geology, Panjab University
Chandigarh-160014.

SUB: Acceptance of Terms & Conditions of Tender.

Tender Reference No:
Name of Tender / Work:

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: eprocure.gov.in as per your NIT / advertisement, given in the above mentioned website.
2. I/We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that I / We have read and understood the entire technical specification laid down in the tender document and has prepared the technical bid in compliance with the technical requirements specified in the document.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,
Authorized Signatory.
(Signature of the Bidder, with Official Seal)

1.11 : OEM Support & Commitment through Bidder:
OEM Support & Commitment through Bidder
[On the Letter head of the OEM]

To,
Dr. Debabrata Das,
Principal Investigator, SERB Project
Department of Geology, Panjab University
Chandigarh-160014.

SUB: Product Compliance with the tender specifications for Supply, Installation, Implementation and Commissioning of AAS with 3 years onsite warranty and 5 years optic warranty.

Ref: Tender No.:

This is to certify that the bidder M/s _____ (name of bidder) is representing us, M/s _____ (name of OEM) for _____ solution (name of product category) for the above referred tender no., for Supply, Installation, Implementation and Commissioning of AAS with 3 years onsite warranty and 5 years optic warranty.

We confirm that we have understood the delivery & installation timelines defined in the tender. We confirm that we have worked out all necessary logistics and pricing agreement with <Bidder Name> and there won't be any delay in delivery, installation and support due to any delay from our side. Our full support is extended in all respects for supply, warranty and maintenance of our products. We also assure to provide the required spares and service support for the supplied equipment for a period of minimum 5 years from date of installation of the equipment.

M/s _____ (name of OEM) hereby certify that the products offered for this tender are not declared end of sale and if any of the product is declared end of sale during the installation and commissioning phase, it will be replaced with suitable equivalent or higher rollover product.

We also undertake that in case of default in execution of this tender by _____ (name of bidder), M/s _____ (name of OEM) will provide necessary support to Geology Department, PU in identifying another authorized OEM partner with similar certifications/capabilities and extend support to the new partner in accordance with OEM's agreement with the new partner. In case Bidder is unable to fulfill the obligations given under this tender, M/s _____ (name of OEM) will be responsible to replace the Bidder with an alternate Indian Authorized agent to facilitate Geology Department, PU to get the requisite work done. M/s _____ (name of OEM) shall also ensure that the alternate Indian Authorized Agent in this case shall abide by all the terms and conditions mentioned in the purchase order released to M/s _____ (name of bidder).

We declare that the following details provided below are correct and submitted to ensure that the tender requirements are fully met by the bidder without any non-compliance through the offered solution:

Sl. No	Information Details	Response from OEM
1	Product Category	
2	Product Name	
3	Product Version	
4	Date of Release of the Version	
5	Appliance-Based/Software-Based solution	
6	Road Map of product including EOS and EOL	
7	Number of certified engineers giving technical support for the product in India. Details of certification may also be provided.	
8	Head Quarters address	
9	Address in India & Date of Incorporation in India, if any	
10	Address of Product Development Centre	
11	Address of Product Support Centre in India, If any	
12	Communication Details of Contact Official(s) – Name, Designation, Phone & Fax Number (with STD/ISD code), Mobile No. &E-mail Address.	
13	Architectural diagram of the solution offered with brief write-up on the various solution components and its integration. Attach separate sheet.	Enclosed (Yes/No)
14	Certified copy of Bill of Quantity with model no., part no., license, warranty support fee, etc, Attach separate sheet.	Enclosed (Yes/No)
15	Previous association with the bidder in implementing the offered product – customer reference sites in India, date of completion	Enclosed (Yes/No)
16	Details of association with the bidder for this project (in design, implementation & validation, training, operationalization & warranty support)	Enclosed (Yes/No)

Section 2:COMMERCIAL BID

Commercial Bid shall be submitted online as described in General Instruction to Bidders.

- Commercial Bid covering letter
- Price bid as per BoQ.pdf duly filled

2.1: Commercial Bid Covering Letter Template-

< In Bidders letter head >

Date: [Insert: date of bid]

From

(Registered name and address of the bidder)

To,

Dr. Debabrata Das,

Principal Investigator, SERB Project

Department of Geology, Panjab University

Chandigarh-160014.

Dear Sir,

Having examined Request For Proposal (RFP) number ----- dated ----- the receipt of which is hereby acknowledged, we, the undersigned, offer for Supply, Installation, Implementation and Commissioning of AAS with 3 year onsite warranty and 5 years optic warranty, in full conformity with the said RFP, for a total project cost of Rs (Rupees only). The above amount is in accordance with the Price Schedules herewith made part of this bid as per the Commercial bid template.

We undertake that we shall successfully Supply, Installation, Implementation and Commissioning of AAS with 3 year onsite warranty and 5 years optic warranty in conformity with the bidding documents (and as amended from time to time) for a total cost as provided in the Commercial bid if the contract is awarded to us.

We declare that we have studied RFP and are making this proposal with a stipulation that you shall award us Contracts, either in part or whole, Supply, Installation, Implementation and Commissioning of Full Field Digital Mammography Unit with 5 year onsite warranty in mobile telemedicine unit, identifying separately including all other services specified in the Contract Documents.

We have read the provisions of RFP and confirm that these are acceptable to us. All necessary clarifications, if any, have been sought for by us and duly clarified in writing, by Geology Department, Panjab University, Chandigarh. We understand that any other ambiguous clauses in the RFP, if any, are subject to interpretation of Geology Department.

3. We further declare that additional conditions, variations, deviations if any, found in the proposal other than those listed in Attachment pertaining to any rebates offered, shall not be given effect to.

4. We undertake, if our bid is accepted, to commence the work on the project immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.

5. If our bid is accepted, we undertake to execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time).

6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act".

7. We agree to abide by this bid, consisting of this letter, the tender fee, EMD, Technical bid and Commercial bid, for a period of bid validity from the date fixed for submission of bids as stipulated in the RFP, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

8. Until the formal order is placed and final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Dated this [number], Day of [month], [year]

Signed:

In the Capacity of [title of position]

Duly authorized to sign this bid for and on behalf of [name of the Bidder]

Witness:

Address:

2.2: BOQ Template-

Sl. No.	Item Description	Quantity	Spec.	Unit Cost	Total Cost
1					
2					
3					