

CENTRAL UNIVERSITY OF PUNJAB

Established vide Act No. 25 (2009) of Parliament

Tender No.: P-64 (2016-17)



Tender Notice for Purchase of 400 MHz Nuclear Magnetic Resonance
(NMR) Spectrometer

(Two Bid System)

Release Date : November 15, 2016

Last Date : December 14, 2016; 1400 hrs

City Campus, Mansa Road, Bathinda- 151001,
E-mail: registrar@cup.ac.in, Tel: 0164-2864155,

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of Bidder

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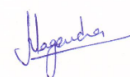
CHECK LIST

DULY FILLED CHECK LIST TO BE ATTACHED WITH THE TECHNICAL BID

- | | | |
|-----|---|------------|
| 1. | Whether Bank Draft/Fixed Deposit Receipt/Bank guarantee/Banker's Cheque of requisite Earnest Money Deposit (EMD) attached? | Yes/ No |
| 2. | Whether tender document fees for Rs.1000/- in the shape of demand draft attached? | Yes/ No |
| 3. | Whether Technical specifications of the equipment attached? | Yes/ No |
| 4. | Whether Three (03) years Standard Warranty and Four (04) years Extended Warranty have been quoted along with the basic price? | Yes/ No |
| 5. | Whether AMC rates for four (04) years have been quoted along with the basic price? | Yes/ No |
| 6. | Whether duly signed and stamped certificate of guarantee/warranty of the equipment attached? | Yes/ No |
| 7. | Whether the split rates of each subunit are quoted for Foreign components in Foreign currency as Annexure G(i) and Indian components in INR as Annexure-G(ii) ? | Yes /No |
| 8. | Whether tender document along with all ANNEXURES (A to O) duly signed by authorized signatory attached? | Yes/ No |
| 9. | Whether the list of institutions/organizations along with contact details of the users, where the quoted model of equipment/instrument has been supplied (ANNEXURE K) by the tenderer is attached? | Yes/ No |
| 10. | Whether duly filled and signed compliance sheet attached? | Yes/ No |
| 11. | Whether list of spares required for smooth functioning of the equipment attached? | Yes/No |
| 12. | Whether list of components included in Preventive Maintenance Kit and Quality Control Kit attached with Technical Bid? | Yes/No |
| 13. | Whether catalogue of the equipment highlighting the desired specifications attached? | Yes/ No/NA |
| 14. | In case of foreign suppliers quoting directly, whether, the name of Indian Agent mentioned? | Yes/No |
| 15. | Whether affidavit duly attested by Oath Commissioner/Executive Magistrate regarding non-black listing of supplier by any organization attached? | Yes/ No/NA |

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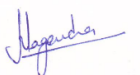


- | | |
|---|------------|
| 16. In case of a manufacturer, has the valid registration certificate been enclosed? | Yes/ No/NA |
| 17. In case of sole authorized agent/distributor whether certificate/ authorization letter for the same issued by the manufacturer attached? | Yes/ No/NA |
| 18. Whether certified documents as regards rate/amount of agency commission attached | Yes/No/NA |
| 19. Whether the application form completely filled, signed and requisite photocopy of the PAN/TAN and Income tax return certificate of the last five years attached | Yes/No |
| 20. Declaration by Supplier | Yes |
| 21. Affidavit for Jurisdiction | Yes/No |

Signature of Authorized Signatory

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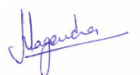


LIST OF ANNEXURES

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3.	FORMAT FOR NON BLACKLISTING OF SUPPLIER	ANNEXURE: C
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No.

Dated:

From

Sub: Tender Document for the purchase of Laboratory equipment as per given list

Central University of Punjab, Bathinda (CUP-B), is interested in the purchase, installation, testing and commissioning of **various equipment** as per list given below at its campus through its **-Registrar**, with the following terms & conditions:

For

S. No.	Item Name	Qty. (in no.)	EMD (in Rs.)	Time of opening of Tender
1	400 MHz NMR Spectrometer	01	750000 (Seven Lakh Fifty Thousand Only)	December 14, 2016, 1400 Hrs

1. The detailed technical specifications for the above equipment are given in **Annexure A**.
2. Sealed tenders are invited for the above said equipment in the name of the Registrar (Central University of Punjab, Bathinda), at the address “**Registrar, Central University of Punjab, Opposite New Delhi Railway Crossing, Mansa Road, Bathinda – 151001, Punjab**”. The latest hours and date of **receipt** of the offers, at the office of the Registrar, Central University of Punjab is upto **1400 hrs on December 14, 2016**. The technical bid shall be opened at **1700 hrs** onwards on **December 14, 2016** for the above equipment serially at the time mentioned against each. The bids received after the due date and time will not be considered.
3. The sealed tenders should be submitted in three separate parts super scribed separately for **Earnest Money Deposit (EMD), Technical bid and Price Bid** and all the three put together in single envelop superscribed as “**Tender Advt No. P-64(2016-17) for <400 MHz NMR Spectrometer > Last Date: Decemeber 14, 2016, 1400 Hrs**”.
4. Only manufacturers or their sole authorized distributors/agents are eligible for tendering. All offers other than those from the manufacturers should be supported by an authority letter (**Annexure B** – Manufacturer’s authorization form) from the manufacturer authorizing the supplier to tender on their behalf. In case of manufacturer a certificate or a copy thereof to the effect that the Bidder is a manufacturer of the equipment must be accompanied with the technical bid.
5. The bidder should not have been black listed at any time (supported by affidavit as per format given in **Annexure C**).
6. **Central University of Punjab, Bathinda reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the bidders shall be required to supply the same at the rate quoted. Central University of Punjab,**

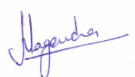
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- Bathinda also reserves the right to accept or reject any or all the tenders without assigning any reason thereof.**
7. If any information furnished by the bidder at any stage, is found to be incorrect, false, incomplete or fabricated, the purchaser shall have the absolute right to forfeit EMD and security deposits, in addition to cancellation of contract, forfeiting the warranty/performance Guarantees and other action in accordance with law, such as black-listing, risk & cost etc.
8. **Opening of Tender:**
- The Earnest Money Deposit (EMD) and Technical Bids shall be opened on **December 14, 2016 at 1700 hrs onwards** in the presence of bidders or their authorized representatives, who may wish to be present at their own cost and responsibility.
 - First**, envelope containing EMD shall be opened.
 - Second**, the technical bids of those bidders shall be opened whose EMD is found in order.
 - Third**, Price bid of technically qualified bidders shall be opened after **technical evaluation**. The date and time of opening of **Price Bid** shall be intimated to **technically qualifying bidders only**.
9. **Technical Evaluation:**
- Evaluation of the technical bids shall be carried out by the “Technical Evaluation Committee”. The bidders may have to demonstrate performance of the quoted model of the equipment by analyzing the sample provided by CUP-B in their application lab or any other lab where the quoted model has been installed, **if required**, as part of technical evaluation.
10. **Financial Evaluation:**
- The financial bid should be prepared as per format given in **Annexure G(i) and Annexure-G(ii)**. The rates may be quoted in foreign currency and / or in Indian Currency, however, for comparison / evaluation purpose, the Bills selling market rate of exchange established by any Nationalized Bank in India for similar transactions as on the date of opening of Price Bid shall be used to convert foreign currencies to the Indian Rupees.
 - Financial evaluation shall be carried out based upon the FOR value of the equipment. It may be noted that Extended Warranty/CMC & AMC charges shall be considered alongwith the cost of equipment for the financial evaluation of the tender.
11. **Period for which the offer will remain open:** Bidders should keep their offers valid for acceptance for a period of **six months** from the date of opening of tender. In the event that the day upto which the offer is to remain open is declared holiday by Govt. of India, the offer shall remain open for the following working day.
12. A person signing the tender form or any other document forming part of the contract on behalf of another shall also **attach authorization** in his favour and if on enquiry it is found that the person signing had no authority to do so, the purchaser, may without prejudice to

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- other civil and criminal remedies against the bidder, hold the signatory severely liable for all costs and damages and forfeit earnest money deposit.
13. **Tenders not accompanied by detailed information as required, are liable to be rejected.**
 14. Each Page of the tender document including all annexures **duly stamped and signed by the bidder**, as a token of acceptance of terms & conditions of the tender must be submitted along with the bid.
 15. The offer should be legibly typed or handwritten in English with no cutting/overwriting.
 16. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render the quotation liable for rejection.
 17. **Telegraphic/Tele-Fax offers shall not be accepted.**
 18. Postal delay/loss in transit will be the responsibility of the bidder.
 19. Duly filled compliance sheet as per **Annexure D** should be attached with the technical bid. **Compliance statement should be supported with the printed catalogue mentioning page number clearly highlighting the required tender specifications in the catalogue.**
 20. In case, if a particular instrument is a proprietary item of a particular manufacturer, a valid Proprietary Article Certificate shall be provided alongwith Technical Bid.
 21. **Tender Document Fees, Earnest Money Deposit and Performance Bond/Bank Guarantee:**
 - a. The bidder quoting on downloaded tender document must enclose a demand draft of Rs.1000/- drawn on any scheduled bank in favour of **“Registrar, Central University of Punjab”** payable at Bathinda (Punjab) towards tender document fee (Non-refundable). Tenders received without fee shall be rejected. **Separate DD to be prepared as tender document fee and not be clubbed with the amount of EMD.**
 - b. The tender must be accompanied with **earnest money** in the form of **Demand Draft/ Fixed Deposit Receipt (FDR)/Bank Guarantee/Banker’s Cheque for amount mentioned in the tender document** in favour of **“Registrar, Central University of Punjab”** payable at **Bathinda (Punjab)**. Earnest money in any other form will not be accepted.
 - c. Bids not accompanied by Earnest money as stated above or less than the amount stipulated shall be rejected.
 - d. Earnest money/security deposit/any other sums of the bidders lying with the **Registrar, Central University of Punjab** in connection with any other tender/case will not be considered against this tender.
 - e. The successful manufacturer firm or his Agent will be required to furnish a performance guarantee bond in the shape of Performance Bank Guarantee (PBG) or Bank Draft payable at Bathinda in favour of **“Registrar, Central University of Punjab”** as per format given in **Annexure E and F** for an amount equivalent to 10% of the FOR value of the equipment towards execution of supply order and ensuring timely supplies/satisfactory installation and handing over the equipment in good working condition within stipulated period and for carrying out after sales services during warranty/guarantee period. The PBG should be submitted on satisfactory installation,

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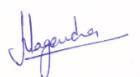
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- testing & commissioning of the equipment but before the release of 10% payment through letter of Credit (LC). The PBG should be valid for three (03) years till the end of the warranty period.
- f. The EMD of those bidders who fail to qualify for financial bid shall be refunded within two months from the date of opening of technical bids.
 - g. The EMD of bidders disqualified in the financial bid shall be refunded within two months from the date of opening of financial bids.
 - h. The EMD of successful bidders shall be refunded on receipt of PBG.
 - i. The performance Bank Guarantee will be discharged by **Registrar, Central University of Punjab, Bathinda** and returned to the supplier not later than 60 days following the date of completion of the supplier's performance obligations, including any warranty / AMC obligations.
 - j. **Central University of Punjab, Bathinda, Punjab** will not pay any interest on any deposit made by bidder in any form.
22. In case of violation of any of the terms & conditions, the earnest money of the bidders shall be forfeited in full besides other actions.
 23. **No correspondence/communication will be allowed upto the opening of the bids.**
 24. The **Central University of Punjab, Bathinda** reserves the right to reject the material if the same is not found conforming to the specifications, with further right to effect risk and cost purchase.
 25. The bidders shall give a **list of Institutes** (as per **ANNEXURE K**) along with contact details of user in India where their quoted model of the equipment has been installed. **Central University of Punjab, Bathinda reserves the right to inspect the equipment for its actual performance in any of the listed institutes.**
 26. The financial bid for the imported items should be prepared as per **Annexure G. Bidders are required to attach copies of latest 2 purchase orders alongwith price bid.**
 27. The rates should be quoted on **FOR destination i.e. Central University of Punjab, Main Campus, Ghudda, Bathinda, Punjab**. The complete description viz. make and model of the equipment and name of the manufacturer must be indicated clearly in the proforma invoice /quotation, failing which the same shall be liable to rejection.
 28. **Central University of Punjab, Bathinda** is paying concessional Custom Duty & Excise duty as it is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Government Notification No. 51/96 – Customs dated 23 July, 1996 and Central Excise duty exemption in terms of Government Notification No. 10/97 – Central Excise dated 1 March, 1997. Accordingly, bidder should clearly indicate the exact amount of custom duty payable against CDEC on the goods to be supplied in the column provided in the price bid. If no specific indication is made by the bidder in their price bid (**Annexure –G(i) and Annexure-G(ii)**), then it will be considered that no custom duty is applicable and any claim at a later date on this will not be entertained. The equipment should come straight from the nearest Airport to the University and shall not be taken to warehouse/Godown. In case of inspection by the customs, legible seal of custom officials should be present along the tearing of consignment.
 29. The spare parts/wear & tear/consumables required for trouble free operation of equipment for four (04) years after the expiry of standard guarantee/warranty period shall be quoted

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- separately giving the full nomenclature, rate, quantity and shelf life of each item. (**The cost of such spare parts/wear & tear consumables will not be considered while evaluating the quotations**).
30. In case no Indian Agency Commission is payable, then this fact must be very clearly mentioned in the price bid/proforma invoice.
 31. The Tenderer firm should furnish alongwith the bid a **Declaration form/Undertaking** that the Indian Agency commission shall be payable in Indian Rupees after the satisfactory, faultless installation, commissioning and operation of the equipment and that no Indian Agency Commission other than the stipulated in the proforma invoice is payable by the foreign manufacturers to Indian Agent.
 32. The items which can/are to be procured/ supplied indigenously may be listed separately.
 33. **Where the equipment is composed of several subunit/component, the rate should be quoted for each subunit/component otherwise quotation is liable to be rejected. Central University of Punjab, Bathinda, Punjab** reserves the right to increase or decrease the number of subunits/components and number of, equipment according to its requirements. The rates in ambiguous terms will render the quotation liable to rejection. The words “Not quoting” should be clearly written against any item of equipment for which the tenderer is not quoting.
 34. The tenderer firm should **furnish alongwith the bid a Certificate** that the **rate quoted for the equipment mentioned in the proforma invoice are not more than the rates charged from any other Institution/organization/Departments and they should provide the list of two users of the same model including complete contract details i.e., Name, institution, Department Cell Phone Fax, E-mail etc. of the user.**
 35. Purchase order for the equipment shall be issued by **The Registrar, Central University of Punjab, Bathinda.**
 36. **Change of Foreign Principal/Indian Agent:**
 - a. Merger/Acquisition of Foreign Principal: In case of merger of Foreign Principal with another firm or acquisition of foreign principal by another firm, it shall be obligatory for the new entity so formed after the merger or acquisition, as the case may be, to take over all duties and obligations/liabilities of the foreign principal. The new entity would *post facto* become liable for all acts of commission or omission on the part of Original Foreign Principal.
 - b. Change of Indian Agent: In case the foreign principal wants to change his Indian agent he shall have to inform Registrar-Central University of Punjab, Bathinda. 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 post facto become liable for all acts of commission or omission on the part of new Indian Agent.
 37. **Insurance: The Bidder will ensure that the equipment is properly insured for 110% of the order value to cover the transit up to site of installation of the equipment.**
 38. The material found defective upon opening by the supplier representative in presence of Central stores personnel of **Central University of Punjab, Bathinda Punjab** will be lifted back at the cost and risk of the supplier. The material lying in the premises would be at supplier’s risk and cost.
 39. **Guarantee/Warranty**

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The bidder should attach duly signed and stamped certificate of guarantee/warranty as per **Annexure H** with the technical bid.


40. **Extended Warranty means Comprehensive Maintenance Contract (CMC) after the expiry of Standard Warranty:** In addition to quoting for the equipment, the tenderers are also requested to quote separately, the charges of extended warranty for Four (04) years after standard warranty. The terms and conditions of standard warranty shall be applicable. Annual calibration/Instrument Performance Verification (IPV) of the equipment with traceable standards, **Preventive Maintenance (PM) kit**, standards and calibration kit etc., shall be a part of the extended warranty. It shall also be mandatory to perform Quality check under warranty/extended warranty after every major repair/breakdown. All the spares/consumables related to equipment & exclusively supplied by manufacturer/supplier of the equipment shall be covered under warranty/extended warranty. Nothing shall be payable on account of these items during warranty/extended warranty by the purchaser.
41. It shall also be mandatory to perform Quality check under warranty after every major repair/breakdown.

NOTE: Central University of Punjab, Bathinda, Punjab reserves the right to opt for either extended guarantee/warranty/CMC or AMC for maintenance of the equipment after the expiry of standard warranty i.e. Three year (03).

42. **Training of Personnel:**
- The supplier will be required to provide at its cost (including to and fro passage, boarding & lodging) technical training to personnel involved in the use of the equipment at site i.e. **Central University of Punjab, Bathinda Main Campus at Ghudda** immediately after its installation. For this purpose the supplier's experts shall be required to operate and train the **Central University of Punjab, Bathinda, Punjab** personnel at **Central University of Punjab, Bathinda labs at Ghudda, Bathinda**. The supplier will be required to impart two (02) trainings for two (02) scientists of **Central University of Punjab, Bathinda, Punjab** (for one week at least) as per the convenience of the university within a period of 2 years after successful installation of the equipment, at application lab / centre of bidder for the equipment wherever it has been specifically mentioned at **Annexure-A**.
43. **Onsite technical operating support service:**
The supplier of the equipment will be required to depute technically qualified Technical staff for regular operation and maintenance onsite technical support service after installation with suitable experience on the quoted equipment and upto the satisfaction of the Central University of Punjab, Bathinda.
44. **Site Preparation & Pre-installation requirement:** The supplier shall inform **Registrar and Instrumentation Incharge, Central University of Punjab, Ghudda, Bathinda, Punjab**, about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Supplier must provide complete details regarding space and all infrastructural requirements needed for the equipment, which **Central University of Punjab, Ghudda, Bathinda, Punjab** should arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his

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advice and render assistance to Central University of Punjab, Ghudda, Bathinda, Punjab in the preparation of the site and other pre-installation requirements (**See Annexure - L**). Also, the tenderer is bound to supply all the operating and service manuals, circuit diagrams alongwith the equipment. **Wherever, available video of the functioning of the system should be provided.**

45. **Mode of Dispatch, Delivery, Installation, Commissioning and Acceptance of the equipment:**

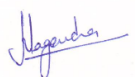
- a. The equipment with all its accessories should be dispatched preferably by air to airport nearest to Bathinda (India).
- b. Best trade packing suitable for safe Rail/Road/Air transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.
- c. The Bidder is required to undertake to deliver, install the equipment at **Central University of Punjab, Bathinda, Punjab** within **180 days** of the opening of **Letter of Credit (LC)** to be opened by **Registrar, Central University of Punjab, Bathinda, Punjab** or as desired by **Central University of Punjab, Bathinda**. This stipulated period should be strictly adhered to for implementation.
- d. The total scope of work includes the supply, installation, satisfactory commissioning and testing of the equipment by the supplier, training at **Central University of Punjab, Main campus at Ghudda, Bathinda**. The duration for complete activity should not exceed 120 days from the date of arrival of the equipment at **Central University of Punjab, Bathinda**.
- e. The acceptance of the equipment by **Central University of Punjab, Bathinda, Punjab** shall be based on:
 - i. Successful Demonstration of the system.
 - ii. Satisfactory working of the equipment for 60 days working after successful installation, commissioning of the system as tested by **Central University of Punjab, Bathinda, Punjab** or his representative. The satisfactory working would include the demonstrations of the technical specifications, method validations, IQ, OQ and PQ of the equipment.
 - iii. Training of **Scientist/Faculty of Central University of Punjab, Bathinda, Punjab** personnel at **Central University of Punjab, Bathinda labs at Ghudda, Bathinda, Punjab**.

46. **Penalty for delay in supplies / Installation:** In the event of delay in supply, installation, testing and commissioning of the equipment to the satisfaction of the **Central University of Punjab, Bathinda, Punjab** beyond the stipulated date:

- a. The Bidder will inform **Central University of Punjab, Bathinda, Punjab** well in advance in writing the reasons for delay in supply and/or installation of the equipment.
- b. **Central University of Punjab, Bathinda, Punjab** shall have the right to recover liquidated damages at the rate of 0.5% of the value of the equipment per week or part thereof, by which the supplies or their satisfactory installation and commissioning is delayed subject to a maximum of 10% of the value of the equipment. Once the maximum is reached, **Central University of Punjab, Bathinda, Punjab** may consider termination of the purchase order.

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Note: The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of Central University of Punjab, Bathinda, Punjab.

47. The forwarder should get a **Third Party Inspection** of the supplies, carried out at the Forwarder's Site and **Certificate** in this regard both from the **Forwarder and Third Party Inspection Team** should be supplied with the shipment documents.
48. As the consignment is on FOR basis, intimation regarding shipment of consignment should be given well in time to **Central University of Punjab, Bathinda** so as to avoid any demurrage charges. **Central University of Punjab, Bathinda** shall not be liable to any demurrage charges incurred/ imposed by IAAI due to late clearance because of late information of shipping details by tenderer. Part Supply of the equipment is not allowed. The equipment should be custom cleared by the supplier.
49. **Voltage Stabilizers, Isolation Transformers, UPS Systems and Protection against damages:** Technical specification of Voltage Stabilizers, Isolation Transformers, and UPS Systems etc. as may be required, should be provided along with the technical bid. The equipment must be capable of withstanding power failure and should not be prone to damage due to power failures and trip outs. The normal voltage and frequency conditions available at the site are as follows:
- | | | |
|----------------|---|--------------------------------------|
| Normal Voltage | : | 400V \pm 10% 3 phase 4 wire system |
| | | 220V \pm 10% single phase |
| Frequency | : | 50 \pm 5% Hz |

50. **Payment terms:**

The Letter of Credit (LC) for 100% cost of the foreign component of the equipment shall be opened in the bank. Prices are firm admitted no escalation except statutory variations e.g. tax etc. during the original period of delivery. The terms of payment will be Letter of Credit (LC) on FOR basis as under:

a. On Shipment:

90% of the FOB/FOR (as applicable) value, excluding Indian Agency Commission shall be released by the bank on proof of dispatch of goods in good condition. In case of payment through Letter of Credit, all the Bank charges within India and outside India will be borne by the supplier.


b. On Final Acceptance:

Remaining 10% amount against LC of the order value upto **Central University of Punjab, Main Campus at Ghudda, Bathinda** (in case of FOR), shall be released by the bank as applicable on submission of the following:

- **Acceptance certificate** issued by Registrar, Central University of Punjab, Bathinda in the Performa given in **Annexure J**, inter-alia mentioning therein the date of completion of 60 days satisfactory and faultless functioning of the equipment and subject to other provisions of the agreement, based on the report of Inspection Team.

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- Performance Bank Guarantee for an amount equivalent to 10% of the **order value of the equipment and shall be valid for three (03) years till the end of the warranty period.**

51. **Payment of Indian Agency Commission :**

The **Central University of Punjab, Bathinda, Punjab** shall release the Indian Agency Commission after 60 days of satisfactory and faultless functioning of the equipment supported by certificate from **Central University of Punjab, Bathinda, Punjab** as per **Annexure J** and meeting any other requirements for payment of the Agency Commission except warranty obligations. The rate of exchange applicable for converting agency commission into equivalent Indian Rupees shall be the **T.T. selling rate** prevalent on the date of releasing the documents by the Bankers. The Indian Agency Commission, if any, will be paid in Indian Currency (INR).

52. For matters related to finance, Central University of Punjab, Bathinda shall follow **General Financial Rules (GFR), 2005 of Government of India (GoI)** or its subsequent amendments.

53. All the system upgrades/updates should be free of cost.

54. **Arbitration**

54.1 If at any time, any question, dispute or difference whatever shall arise between two parties upon or in relation to or in connection with this agreement, either of the parties may give to the other notice in writing of the existence of such 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 2nd/3rd party. Such notice of the existence of any question, dispute or difference in connection with this Agreement shall be served by either party within one year of the occurrence 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 **Bathinda/Punjab (India)**. The Arbitrators/Umpire shall give a reasoned award.

54.2 The provision of the Arbitration and Conciliation Act, 1996 or as at the relevant time and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this agreement.

55. **Force Majeure:**

Any failure of omission or commission to carry out the provision of this contract by the supplier shall not give rise to any claim by one 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 nay 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 reason beyond the supplier's control including war (whether declared or not) civil war or stage of insurrection, provided that

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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.

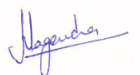
56. **Risk & Cost**

In the event of failure to carry out the contractual obligations, within the stipulated period or extended period and determination of the contract for any reason, violation of warranties etc. the **Central University of Punjab, Bathinda, Punjab** shall have the right to carry out the unfinished obligation at the exclusive cost and risk of the bidder/firm, after due notice and the difference so accrued shall be recoverable from the bidder/firm. **In case the party is not able to meet the contractual obligation at all including supply, installation, commissioning and operation of the system at Central University of Punjab, Bathinda, Punjab, shall be at the cost of the bidder firm and they would be bound to pay equivalent to 110% of the cost of the bid as penalty.**

Authorized Signatory
For _____

**Authorized Signature and Stamp
of Bidder**

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Technical Specification for 400 MHz Nuclear Magnetic Resonance Spectrometer

Latest model of Intelligent 400 MHz NMR Spectrometer for automated selection, execution and structure confirmation for small molecules with following specifications:

Magnet and Container

1. Latest technology shielded magnet 9.4 Tesla with 54 mm bore superconducting magnet for 400MHz
2. Anti-vibration platform to damp the frequencies above 5 Hz to get neat spectra should be quoted as part of the system.
3. Helium hold time should be more than 300 days with auto level monitoring and recording
4. **Two Sets** of Liquid Nitrogen Line with extra cork should be provided
5. At least 20 Room Temperature shims for excellent line-shape.

Electronics and Console

6. **Radiofrequency (RF) Generator:** Two independent channels to handle nuclei such as ^1H , ^{13}C , ^{15}N , ^{19}F , ^{31}P , etc. nuclei, capable of performing multidimensional biological NMR experiments. High performance power transmitters with High band ($^1\text{H}/^{19}\text{F}$) amplifier (50watts) and a low (or Broad) band (X) amplifier (150watts or more).
7. Gradient experiments such as Pulsed Field Gradient experiments with higher gradient strength, faster shimming should be the capability of the machine. Frequency generation, digital receiver controls with over sampling and digital filters should be quoted appropriately.
8. Provisions for setting frequencies and field to lock and Digital-Auto Lock providing higher stability. System should achieve locking of the sample with different combination of solvents in a short duration without manual interference.
9. Auto shimming feature for solution. Gradient unit for Auto shimming (1H/2H) to achieve good line shape of sample and to perform all new gradient pulse program based experiment with capability to run DOSY and other gradient experiments having capacity of 30 G/cm or better with 10 A external gradient.
10. Automatic Tuning and Matching for the nuclei under study for liquid samples.
11. Variable temperature experiments to be done in the range $+150^\circ\text{C}$ to -100°C with $\pm 0.1^\circ\text{C}$ variations or more comprehensive range should be provided. Controller should be able to sustain temperature stability for both high and low ranges upto a longer period of time. Accessories and consumables if any required for the variable temperature control should be quoted appropriately.
12. High bandwidth receiver system with digital quadrature detection
13. 16 Bit Analog to Digital Converter or better to be quoted
14. Shaped pulse calibration capabilities and auto implementation in 3D experiments

Probes

15. 5mm Broad band Direct/observe Z-gradient Probe with automatic tuning and matching (ATM) with capability to perform ^1H observed ^{-19}F decoupling and ^{19}F observe ^{-1}H decoupling experiments.

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of Bidder

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Hardware and Software Requirements

16. High performance Latest computer (PC) system or workstation for controlling NMR data acquisition and processing.
17. Software for multi-dimensional NMR data collection and processing for liquids samples
18. NMR Software for acquisition and processing of 1D, 2D, 3D, 4D data.
19. High performance multifunctional laser printer
20. One additional workstation (i7, 1TB HDD, 8GB RAM and latest genuine Windows OS and Microsoft Office softwares) with 10 processing licenses.

Accessories and Misc. Items

21. Suitable online branded UPS for 1 hr backup with branded ultra-shield maintenance batteries
22. Compatible imported oil free air compressor with dryer
23. Initial supply of liquid helium and liquid nitrogen for installation
24. 6 Nos. of cryocans of 55 liters capacity
25. Liquid Helium maintenance contract for 3 years after installation should be quoted (**to be released per refill only after the refill delivery to CUPB**)
26. Room with general electricity 220V, water and sufficient air conditioners would be provided. Any alternate special requirement of electricity or other maintenance work would be expedited by the vendor at the site.
27. Warranty for **three (03)** years and should cover over all hardware/software and consumables including Liquid helium refilling.
28. Training for small molecules and protein analysis should be provided for one operator at the training lab of vendor and CUP, Bhatinda to be offered for weak at principals site.
29. Extended Warranty which means Comprehensive maintenance contract (CMC) and Annual Maintenance Contract (AMC) /year to be quoted for four (04) years from 4th to 7th year of the supply and successful installation of equipment.
30. Four (04) Nos. of NMR sample gauge.

Optional

31. 1000 Nos. of 5mm sample tubes with caps for analysis.
32. Standard set of samples.
33. Standard set of internal/external standards for various heteronuclear NMR of H, B, C, N, P, Si, Sn, F, Pb, Te, Tl, Se, Cd, Ag and Hg should be provided
34. Onsite technical operating support service for three (03) years on pro rata basis as per **S. No. 43 of tender document.**
35. **Autosampler:** Fully functional auto sampler with capacity of handling at least 24 samples should be included. The samples should be loaded from the user level.
36. **Autosampler:** Fully functional auto sampler with capacity of handling at least 50 samples should be included.
37. Liquid Helium maintenance contract for additional 2 years after expiry of contract after 3 years of purchase (**to be released only after the refill delivery to CUPB**).

DECLARATION BY THE FIRM

(Following detail is required to submit by bidder about quoted item in respect to above technical specifications)

Name of the Equipment _____

Authorized Signature and Stamp
of Bidder

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Name of the Manufacturer
Make of the Equipment
Model Number
County of Origin

Place:

Signature of Authorized Person

Date:

Designation

Seal

**Authorized Signature and Stamp
of Bidder**

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FORMAT FOR MANUFACTURER'S AUTHORISATION FORM

To, _____

Dear Sir,

Sub. : Tender for _____

We, _____, who are established and reputed manufacturers of _____, having factories at _____, hereby authorize M/s. _____ [name & address of agents/distributors] to bid, negotiate and conclude the order with you for the above goods manufactured by us.

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

No company or firm or individual other than M/s _____ are authorized to bid, negotiate and conclude the order in regard to this business against this specific tender as for all business in the entire territory of India.

An agency commission of _____ % included in the FOB price is payable to M/s _____.

We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

- 1. _____
- 2. _____
[Specify in detail manufacturer's responsibilities]

The services to be rendered by M/s. _____ are as under:

- i) _____
- ii) _____
[Specify the services to be rendered by the agent/distributor]

In case duties of the agent/distributor are changed or agent/ distributor 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/ distributor.


Yours faithfully,

[name]

for and on behalf of M/s. _____
[name of manufacturer]

Note: This letter of authorization 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.

**Authorized Signature and Stamp
of Bidder**



FORMAT FOR NON BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body. Any partner or shareholder thereof is not directly or indirectly connected with or has any subsisting inters in business of my/our firm.

DEPONENT

Address _____

I/ We 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.

Dated:

DEPONENT

(Note: To be furnished on non-judicial stamp paper duly attested by the Executive Magistrate/Notary Public/Oath Commissioner.)

**Authorized Signature and Stamp
of Bidder**



COMPLIANCE SHEET

Specifications as per indent (point wise)	Compliance of the quoted model	Compliance of alternate model, if any	Remarks (Deviations)

Place:

Signature and seal of the Manufacturer/Bidder

Date:


NOTE:

1. Compliance statement should be supported with the printed catalogue mentioning page number and clearly highlighting the required tender specifications in the catalogue.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations"

Furnishing of wrong statement may lead to debar from the future purchases of _____ & _____, Punjab, _____.

**Authorized Signature and Stamp
of Bidder**

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FORMAT FOR PERFORMANCE BOND / GUARANTEE

(Undertaking from the supplier on a Non Judicial Stamp Paper of Rs. 5/- duly attested by Notary)

In consideration for the **Central University of Punjab, Bathinda** (hereinafter called *CUP-B, Punjab*) having agreed to release the 100% payment of order value as per terms and conditions of a concluded Order No. _____ dated _____ (hereinafter called 'the order') for supply of _____ (hereinafter called 'the equipment') to us Messrs. _____ (hereinafter called 'the supplier') on submission of a Performance Bond to the satisfaction of **Central University of Punjab, Bathinda, Punjab** for the due performance of the said order.

We, Messrs _____ hereby submit the FDR/TDR No. _____ issued by _____ (Name of Bank) for Rs. _____ pledged in favour of **Central University of Punjab, Bathinda, Punjab** as performance guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by **Central University of Punjab, Bathinda, Punjab** 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 **Central University of Punjab, Bathinda, Punjab** in terms of the order.

We, the supplier, do hereby authorize **Central University of Punjab, Bathinda, Punjab** 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 **Central University of Punjab, Bathinda, Punjab** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the **Central University of Punjab, Bathinda, Punjab** by reason of any breach by us of any of the terms and conditions contained in the said order or by reason of our failure or omission or negligence to perform the said order or any part thereof.

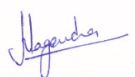
We, the supplier, undertake to pay to **Central University of Punjab, Bathinda, Punjab** any amount so demanded by **Central University of Punjab, Bathinda, Punjab**, notwithstanding,

- a) any dispute or difference between **Central University of Punjab, Bathinda, Punjab** and 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 order or
- c) any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of **Central University of Punjab, Bathinda, Punjab** 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 order and that it shall continue to be enforceable till all the dues of the **Central University of Punjab, Bathinda, Punjab** under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the **Central University of Punjab, Bathinda, Punjab** certifies that terms and conditions of the said order have been fully and promptly carried out by us and accordingly discharges this Performance Bond/ Guarantee.

We, the Supplier, further agree with **Central University of Punjab, Bathinda, Punjab**, that **Central University of Punjab, Bathinda, Punjab** 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 order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the **Central University of Punjab, Bathinda, Punjab** against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any

Authorized Signature and Stamp
of Bidder



forbearance, act or omission on the part of **Central University of Punjab, Bathinda, Punjab** or any indulgence by **Central University of Punjab, Bathinda, Punjab** 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, undertake not to revoke this Performance Bond / Guarantee except with the prior consent of **Central University of Punjab, Bathinda, Punjab** in writing.

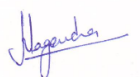
The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the order.

Signature and seal of the supplier

Place
Date

**Authorized Signature and Stamp
of Bidder**

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ANNEXURE: F

FORMAT FOR PERFORMANCE BOND (BANK GUARANTEE)

In consideration for the **Central University of Punjab, Bathinda, Punjab** (*hereinafter called CUP-Bathinda, Punjab*) having agreed to release the 100% payment of order value as per terms and conditions of a concluded Order No. _____ dated _____ (*hereinafter called 'the order'*) for supply of _____ (*hereinafter called 'the equipment'*) to Messrs _____ (*hereinafter called 'the supplier'*) on submission of a Bank Guarantee to the satisfaction of **CUP-Bathinda, Punjab** for the due performance of the said order.

We, _____ (*hereinafter called 'the Bank'*) at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by **CUP-Bathinda, Punjab** 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 **CUP-Bathinda, Punjab** in terms of the order.

We, the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from **CUP-Bathinda, Punjab** stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by **CUP-Bathinda, Punjab** by reason of any breach by the said supplier of any of the terms and conditions contained in a said order or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

We, the Bank, undertake to pay to **CUP-Bathinda, Punjab** any amount so demanded by **CUP-Bathinda, Punjab** notwithstanding,

- a) any dispute and difference between **CUP-Bathinda, Punjab** and 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 order or
- c) any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of **CUP-Bathinda, Punjab**, to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the guarantee herein contained shall continue and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of **CUP-Bathinda, Punjab**, under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the **CUP-Bathinda, Punjab** confirms that the terms and conditions of the said order have been fully and promptly carried out by the said supplier and accordingly discharge this guarantee.

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

We, the Bank, further agree with **CUP-Bathinda, Punjab**, that **CUP-Bathinda, Punjab** 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 order or to extend time of performance by the said supplier from

**Authorized Signature and Stamp
of Bidder**

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time to time or to postpone for any time or from time to time and of the powers exercisable by the **CUP-Bathinda, Punjab** against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of **CUP-Bathinda, Punjab** or any indulgence by **CUP-Bathinda, Punjab** to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of **CUP-Bathinda, Punjab** in writing.

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

Signature and seal of the bank

Place

Date

**Authorized Signature and Stamp
of Bidder**

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FORMAT FOR QUOTING THE RATES (Imported)
(To be submitted on the letterhead of the company/firm)

PRICE BID

1. Equipment Price :

Name of the Equipment _____
 Name of the Manufacturer _____
 Make of the Equipment _____
 Model Number _____
 County of Origin _____

Sr. No.	Item	Rate Per Unit
1.	Cost of the equipment (* FOB value –In case of imported equipment including Indian Agency Commission)	
2.	Estimated Packing Forwarding etc.	
3.	Freight, Insurance charges etc.	
4.	Total CIF value– In case of imported equipment	
5.	Sales Tax/ VAT as applicable /Custom Duty or any additional duty	
6.	Percentage Indian Agency Commission (IAC) payable to the Indian Agent, if any .	
7.	F.O.R. Central University of Punjab, Ghudda, Bathinda (Punjab) charges (Loading, transportation, insurance & unloading) upto site (In Rs.)	
8.	Total FOR destination Value	

Note:

- * To be supported with separate sheet duly typed and signed on the letter head of company/firm indicating details i.e. different parts of equipment (if any) with number, name and price of each part (Total to be put in the 'Rate Per Unit' column against FOB value). **Only net rates (after discount) should be quoted.**
- * Individual Prices for misc. items should be quoted.

Extended Warranty Charges: (after the expiry of Standard warranty)

(Extended warranty Charges for a period of four (04) years to be quoted in Indian Rupees)

Rate for 1st year _____ Rs. _____
 Rate for 2nd year _____ Rs. _____
 Rate for 3rd year _____ Rs. _____

**Authorized Signature and Stamp
of Bidder**

[Handwritten Signature]

Rate for 4th year _____ Rs. _____

Annual Maintenance Contract Charges: (after the expiry of Standard warranty)

(AMC Charges for a period of Four (04) years to be quoted in Indian Rupees)

Rate for 1st year _____ Rs. _____

Rate for 2nd year _____ Rs. _____

Rate for 3rd year _____ Rs. _____

Rate for 4th year _____ Rs. _____

This is certified that the rates quoted above are not more than the rates charged from any other Institution/Department/Organization.

SIGNATURE OF AUTHORIZED

SIGNATORY

NOTE: TAXES AND OTHER LEVIES, IF ANY, ARE TO BE CLEARLY SPECIFIED IN THE BID.

- 1. Where the equipment is composed of several sub-unit/component, the rate should be quoted for each subunit/component otherwise quotation is liable to be rejected.**
- 2. Central University of Punjab, Bathinda, Punjab is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Government Notification No. 51/96 – Customs dated 23 July, 1996 and Central Excise duty exemption in terms of Government Notification No. 10/97 – Central Excise dated 1 March, 1997.**
- 3. Bidders are required to attach copies of latest 2 purchase orders of the quoted model alongwith price bid.**

**Authorized Signature and Stamp
of Bidder**

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FORMAT FOR QUOTING THE RATES (Local Component/Indigenous)
(To be submitted on the letterhead of the company/firm)

PRICE BID

2. Equipment Price :

Name of the Equipment _____
 Name of the Manufacturer _____
 Make of the Equipment _____
 Model Number _____
 County of Origin _____

Sr. No.	Item	Rate Per Unit
1.	Cost of the equipment/accessories including packing forwarding and insurance charges (In case of Local Accessories)	
2.	Sales Tax/ VAT as applicable	
3.	FOR Central University of Punjab, Ghudda, Bathinda (Punjab) charges (Loading, transportation, insurance & unloading) upto site (In Rs.)	
4.	Total FOR destination Value	

Note:

- * **Only net rates (after discount) should be quoted.**
- * Individual Prices for misc. items should be quoted.

Extended Warranty Charges: (after the expiry of Standard warranty)

(Extended warranty Charges for a period of four (04) years to be quoted in Indian Rupees)

Rate for 1st year _____ Rs. _____
 Rate for 2nd year _____ Rs. _____
 Rate for 3rd year _____ Rs. _____
 Rate for 4th year _____ Rs. _____

Annual Maintenance Contract Charges: (after the expiry of Standard warranty)

(AMC Charges for a period of Four (04) years to be quoted in Indian Rupees)

Rate for 1st year _____ Rs. _____
 Rate for 2nd year _____ Rs. _____
 Rate for 3rd year _____ Rs. _____
 Rate for 4th year _____ Rs. _____

**Authorized Signature and Stamp
of Bidder**



This is certified that the rates quoted above are not more than the rates charged from any other Institution/Department/Organization.

SIGNATURE OF AUTHORIZED

SIGNATORY

NOTE: TAXES AND OTHER LEVIES, IF ANY, ARE TO BE CLEARLY SPECIFIED IN THE BID.

- 1. Where the equipment is composed of several sub-unit/component, the rate should be quoted for each subunit/component otherwise quotation is liable to be rejected.**
- 2. Central University of Punjab, Bathinda, Punjab is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Government Notification No. 51/96 – Customs dated 23 July, 1996 and Central Excise duty exemption in terms of Government Notification No. 10/97 – Central Excise dated 1 March, 1997.**

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of Bidder**

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ANNEXURE: H

CERTIFICATE OF GUARANTEE/WARRANTY AND EXTENDED WARRANTY

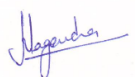
- i. I/We certify that the standard guarantee/warranty shall be for a period of 36 months starting from the date of satisfactory installation, commissioning and handing over of the equipment and of the works conducted therewith covered under the Supply order in working order. During the guarantee/warranty period. I/we shall provide free “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee/warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 60 days at **Central University of Punjab** premises. The benefit of change in dates of the guarantee/warranty period shall be in the interest of the user/your organization.
- ii. During the warranty period, we shall provide at least **3 preventive maintenance visits per year**.
- iii. Uptime Guarantee: During the guarantee/warranty period, we will be responsible to maintain the equipment in good working conditions for a period 328 days (i.e. **90% uptime**) in a block of 365 days.
 - a. All the complaints will be attended by us within 2 working days of receipt of the complaint in our office.
 - b. In case there is delay of more than 2 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.
 - c. **Penalty:** We shall pay a penalty equivalent to **0.5 %** of the order value of the equipment for every week or part thereof delay in rectifying the defect.

Note: The right to accept the reason (s) for delay and consider reduction or waive off the penalty for the Registrar, Central University of Punjab, Bathinda.

- iv. We undertake that all the spares/consumables related to equipment & exclusively supplied by manufacturer/supplier of the equipment shall be covered under warranty/extended warranty. Nothing shall be payable on account of these items during warranty/extended warranty by **Central University of Punjab, Bathinda**.
- v. We certify that the equipment being/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the organization informed of any update of the equipment over a period of seven(07) years.
- vi. We guarantee that in case we fail to carry out the maintenance within the stipulated period, **Central University of Punjab, Bathinda** reserves the right to get the maintenance work carried out at our risk, cost and responsibility. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.

**Authorized Signature and Stamp
of Bidder**

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- vii. We shall try to repair the equipment at **Central University of Punjab, Bathinda** premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at **Central University of Punjab, Bathinda**. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the **Central University of Punjab, Bathinda** after repairs Any loss of equipment or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to **Central University of Punjab, Bathinda** for such losses at the order value for the damaged/lost equipment/part, including accessories.
- viii. We undertake to perform Quality check after every major repair/breakdown/taking the equipment for repair out of **Central University of Punjab, Bathinda** premises.
- ix. In case of extended guarantee/warranty, we undertake to carry out annual calibration/IPV of the equipment.
- x. We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.
- xi. We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- xii. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.
- xiii. We undertake to provide PM kit as per requirement to meet uptime guarantee condition.

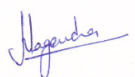
1. Authorized signatory
(with seal)

Date :
Place:

2. Authorized signatory

**Authorized Signature and Stamp
of Bidder**

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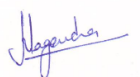


TERMS AND CONDITIONS OF THE SERVICE CONTRACT

- i. During the service contract period, the firm shall provide at least 3 preventive maintenance visits per year and attended to all emergent and break-down calls.
- ii. The service contract charges must be quoted separately for each year strictly as under and quoting of rates in ambiguous terms or in percentage terms etc. shall render the tender liable to rejection :

Rate for 1 st year	=	(Rupees in words)
Rate for 2 nd year	=	(Rupees in words)
Rate for 3 rd year	=	(Rupees in words)
Rate for 4 th year	=	(Rupees in words)
- iii. In each block of 365 days during the entire service contract period the firm will be responsible to maintain the equipment in good working condition for a period 328 days (i.e 90% uptime). All the complaints will be attended by the firm within 2 days of the dispatch of the complaint to their office. In case there is delay of more than 2 days in attending to a complaint then the number of days in excess of the permissible response time shall be counted in the downtime. In case total downtime exceeds the permissible downtime a fine equivalent to double the service contract charges shall be recovered from the firm on per day basis.
- iv. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of **Registrar, Central University of Punjab, Bathinda**.
- v. We undertake to carry out annual calibration of the equipment.
- vi. We undertake to perform Quality check after every major repair/breakdown/taking the equipment for repair out of **Central University of Punjab, Bathinda** premises.
- vii. The replaced parts shall remain the property of the **Central University of Punjab, Bathinda**.
- viii. The firm shall try to repair the equipment at **Central University of Punjab, Bathinda** itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at **Central University of Punjab, Bathinda**. The firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over the purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the **Central University of Punjab, Bathinda** for such losses at order value of the damaged/lost equipment/part including accessories.
- ix. During the service contract period the parts/components that may be needing replacement shall be made available by the **Central University of Punjab, Bathinda** at their own expenses and all import formalities, payment of custom duty etc., shall be complied with/borne by the **Central University of Punjab, Bathinda**.
- x. All service contract charges will be invoiced twice in each year. The payment of the invoice will be made afterwards.
- xi. No price revisions will be accepted by the **Central University of Punjab, Bathinda** during the entire tenure of the service contract agreement.
- xii. We undertake to provide PM kit and calibration kit as per requirement to meet uptime condition of the tender.
- xiii. We undertake that equipment/accessories of Third party supplied alongwith the main equipment shall be covered under AMC/Extended Warranty (CMC) of the main equipment.

**Authorized Signature and Stamp
of Bidder**



**PROFORMA OF CERTIFICATE OF SUCCESSFUL
COMMISSIONING OF THE EQUIPMENT**
(To be issued by _____ & _____, Punjab)

No. _____

Dated _____

To

M/s _____

**Subject: Certificate of installation/ commissioning of equipment and its satisfactory and faultless
Functioning for 60 days after installation / commissioning.**

1. This is to certify that the equipment(s) as detailed below has/have been received in good condition along with all the standard and special accessories and a set of spares (subject to remark in para no. 2) in accordance with the purchase order/technical specifications. The same has been installed and commissioned.
 - a. Supply order No. _____ dated _____
 - b. Description of the equipment(s)
 - c. Quantity
 - d. Invoice No. _____ Date _____ Amount _____
 - e. Serial No. of the equipment(s)
 - f. Date of installation/commissioning
 - g. Date of completion of training(s) at _____
 - h. Date of completion of IQOQPQ
 - i. Date of completion of 60 days of satisfactory and faultless functioning of equipment
2. Details of accessories/spares not yet supplied and recoveries to be made on the account.

Sr. 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)
4. This will be without prejudice to the recoveries/penalties/liquidated damages which become payable due to omission or commission on the part of the Second and Third Party as per the Agreement. Supply Order and LC.

**Authorized Signature and Stamp
of Bidder**

(Handwritten Signature)

PROFORMA FOR USER LIST OF QUOTED MODEL

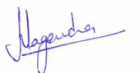
Name & full address of purchaser	Purchase Order No. & Date	No. of Units (Qty.)	Date of Installation	Contact person with cell, phone and email id

Signature & Seal of the bidder

Place: _____

Date: _____

**Authorized Signature and Stamp
of Bidder**



FORMAT FOR PRE-INSTALLATION REQUIREMENT (PIR)

Sr. no.	Parameters	Requirement
1	Power Load	
2	No. of sockets – 6 Amp	
3	No. of sockets – 16 Amp	
4	No. of sockets – any other	
5	Earthing	
6	Water supply	
7	Gas supply/ Paneling	
8	Exhaust system	
9	Table dimensions	
10	Room environment conditions	
11	UPS	
12	Any other	

The bidder is required to enclose a copy of detailed PIR along with the technical bid.

**Authorized Signature and Stamp
of Bidder**

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APPLICATION FORM

To be Filled Completely and Signed

1. Contact details of the head office of proposing firm:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

2. Name and full address of local office of proposing firm nearest to Bathinda:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

3. Name and full address of manufacturer:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

4. Name of advising bank and account number:

5. SWIFT Code:

6. PAN and TAN Number:

7. Manufacturing type (tick mark):
 - i. Import
 - ii. Indigenous
 - iii. Both

8. Country(s) of origin:

9. Any other relevant information:

**Authorized Signature and Stamp
of Bidder**

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DECLARATION BY SUPPLIER

“It is certified that I/we have carefully read and understood the entire general, special as well as specific terms and conditions of these documents and agree to abide by all of these. All the information and commitments provided with the bids are truthful and binding on the firm.”

Place:

Signature of Authorized Person

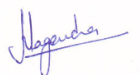
Date:

Designation

Seal

**Authorized Signature and Stamp
of Bidder**

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Affidavit for Jurisdiction

(Undertaking from the supplier on a Non Judicial Stamp Paper of Rs. 5/- duly attested by Notary)

This is an agreement between M/s _____
and Central University of Punjab, Bathinda (herein after called CUP-B, Punjab) for supply of
_____ (hereinafter called the Equipment). In case of any dispute or difference
between the parties arising out of the Tender Notice No. _____ or transaction. The
Jurisdiction of the Civil Court of Bathinda shall be applicable.

DEPONENT

Address _____

I/ We 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.

Dated:

DEPONENT

**Authorized Signature and Stamp
of Bidder**

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