# BID DOCUMENT

NATIONAL COMPETITIVE BIDDING

FOR

**SUPPLY, INSTALLATION, COMMISSIONING & MAINTENANCE OF IMPEDENCE ANALYZER EQUIPMENT FOR I.K.G.PUNJAB TECHNICAL UNIVERSITY, KAPURTHALA AND ITS OTHER CONSTITUENT CAMPUSES (PUNJAB)**

Bid No. : **EdCIL/PROC/PTU-2017/LAB-MTECH-MICRO/MICRO-PKG1/1**

# PART-I- TECHNICAL BID

**EdCIL (India) Limited**
*(A Govt. of India Mini Ratna Enterprises)*
'EdCIL House', Plot No. 18A, Sector- 16A
NOIDA – 201301 (UP), INDIA
Tel: 0120 – 2512001-006, FAX: 0120-2515372

**Dated: 09.06.2017**
**This document serially numbered from page number 01 to 69.**

## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission

of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

**INDEX**


| CHAPTER | SUBJECT | page no. |
|---|---|---|
| I | NOTICE INVITING TENDER | 05-07 |
| II | OFFLINE AND ONLINE BID SUBMISSION DOCUMENTS | 08 |
| III | TERMS OF REFERENCE AND DEFINITIONS | 09-10 |
| IV | INSTRUCTIONS FOR E-TENDERING | 11-18 |
| V | INSTRUCTIONS TO BIDDERS | 19-36 |
| VI | ANNEXURE-I TO ANNEXURE- XVI | 37-69 |

**CHAPTER-I**

## EdCIL (INDIA) LTD

**(A GOVT. OF INDIA MINI RATNA ENTERPRISE)**
**SECTOR 16A, NOIDA**

# Notice Inviting Tender

**(E-Tendering mode)**

**N.I.T. No.:** EdCIL/PROC/PTU-2017/LAB-MTECH-MICRO/MICRO-PKG1/1 Dt:- 09.06.2017

EdCIL (India) Limited on behalf of I.K. Gujral Punjab Technical University (IKGPTU), Kapurthala (Punjab) intends to float open tender (two packet system) for the supply of following items, as per the details given as under:

| | |
|---|---|
| **Name of work** | Supply, Installation, Commissioning & Maintenance Of Impedence Analyzer for I.K.G.Punjab Technical University, Kapurthala and Its Other Constituent Campuses (Punjab) |
| **The Currency in which payment shall be made** | Indian Rupees (INR) |
| **Date of Issue/Publishing** | 09/06/2017 |
| **Document Download/Sale Start Date** | 12/06/2017 |
| **Document Download/Sale End Date and Time** | 03/07/2017 at 13:00 Hrs |
| **Date for Pre-Bid Conference and Time** | 21/06/2017 at 11:00 Hrs |
| **Bid quarries should reach by** | 20/06/2017 by 17:00 Hrs<br>Bid queries received later than the date and time may not be entertained. |

| | |
|---|---|
| **Venue of Pre-Bid Conference** | EdCIL House,18 A, Sector-16 A, Noida, U.P. 201301 |
| **Last Date and Time for receipts of Bids** | 03/07/2017 up to 15:00 Hrs. |
| **Date and Time of Opening of Technical Bids** | 03/07/2017 at 15:30 Hrs. |
| **Bid document Fee** | Rs.1000/- (One Thousand only) in form of Demand Draft. Scanned copies of DDs shall be uploaded and original sent along with documents as per the Instructions to bidders. |
| **Earnest Money Deposit** | Rs.1,70,000/- ( In form of Demand Draft) Scanned copy to be uploaded with tender documents and original DD shall be submitted as per the instruction to bidders. |
| **No. of Covers (1/2/3/4)** | 02 (Two Packet) |
| **Bid Validity days (180/120/90/60/30)** | 90 days (From last date of opening of tender) |
| **Period of Supply** | 60 days (From date of issuance of Purchase Order) |
| **On-site Warranty (including annual maintenance)** | **One year** Comprehensive warranty followed by **two years** comprehensive annual maintenance from the date of successful Commissioning & Handing over of UPS |
| **Performance Bank Guarantee** | 10% of the total work value of the successful bidder. PBG is required to be submitted within 15 days from the date of issue of LOA. |
| **Purchaser and Place of delivery** | I.K. Gujral Punjab Technical University (IKGPTU), Kapurthala (Punjab) and its constituent campuses as shown in Annexure-VI of Financial Bid |
| **Email Address** | cgm.infracivil@edcil.co.in |

2. Tender document shall be downloaded from electronic tender portal link available at EdCIL Tender web page. Aspiring bidders who have not get registered in e-

procurement should get register/enroll before participating. Interested bidders are advised to go through instructions provided at “Instructions to Bidders for e-tendering.”

3. No manual bids shall be accepted. All bids (both Technical and Financial should be submitted in the E- procurement portal).

4. Bidders are advised to visit the EdCIL Web site for getting themselves updated for information on this tender. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by EdCIL shall be displayed on EdCIL website/e-tendering website. Bidders are advised to visit web page and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender documents and Bidders are supposed to upload the same, duly signed as per the guidelines given in the tender document.

(P.K.S. Shishodia)
Chief General Manager
(EIS & EPS)
EdCIL (India) Limited,
18 A, Sector-16A, Noida-201 301
Tel: 91-120-2512001 to 2512006

## CHAPTER-II
## Offline and Online Bid Submission Documents

1. **Offline Submissions:**
   The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

   The envelope shall bear the project name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

   I. **Original Bid Fee and EMD Security in the form of Demand Draft.**

   II. **Original copy of the power-of-attorney**

   III. **Pass Phrase for all bid parts i.e. Technical and Financial Bids.**

**Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.**

2. **Online Submissions:**
   The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below:-

| **Envelope – 1**<br>(Following documents to be provided as single PDF file) | | | |
|---|---|---|---|
| **Sl. No.** | **Documents** | **Content** | **File Types** |
| 1. | Technical Bid | Technical Compliance Sheet as per Annexure-I | .PDF |
| 2. | | Organization Declaration Sheet as per Annexure-II | .PDF |
| 3. | | List of organizations/clients where the same products have been supplied (in last three years) along with their contact number(s). (Annexure-VII) | .PDF |
| 4. | | Supporting documents in support of all claims made at Annexure-III, IV, V, VI, IX, XII, XIII | .PDF |
| **Envelope-2** | | | |
| **Sl. No.** | **TYPES** | **Content** | |
| 1. | Financial Bid | Price bid should be submitted in PDF format. | .PDF |

## CHAPTER-III
## TERM OF REFERENCE & DEFINITIONS

| | |
|---|---|
| Supplier | "Supplier" shall mean the person, firm or corporation whom the Purchase Order is issued for Supply, Commissioning, Installation & Maintenance of UPS Equipments for Setting of I.K. Gujral Punjab Technical University, Kapurthala (Main Campus) and other Constituent Campuses. |
| Authorized Signatory | The bidder's representative (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement.<br><br>Also called signing officer/ authority having the Power of Attorney from the Competent authority of the respective Bidding firm. |
| Bid | "Bid" means the response to this document presented in Two Packets, Technical Cum Commercial Bid and Financial Bid, which are supplied with necessary documents and forms as given in Annexure, complete in all respect adhering to the instructions and spirit of this document. |
| Bidder | "Bidder" means any individual/proprietor/ partnership firm/ agency/ company/ responding to Request for Proposal and who makes a Bid. |
| Contract | "The Contract" means the agreement entered into between EdCIL and the selected bidder(s) in terms of clauses mentioned |
| Day | "Day" means a working day as per rules of EdCIL. |
| IKGPTU | I.K Gujral Punjab Technical University Kapurthala (Main Campus) and its constituent campuses (Amritsar, Batala, Bhikhiwind, Dinanagar and Hoshiarpur) |
| EMD | Earnest Money Deposit |
| D.D | Demand Draft |
| EdCIL | EdCIL (India) Limited, Noida (A Govt. of India Undertaking) |
| TC | Tender Committee |
| PBG | Performance Bank Guarantee |
| Security Deposit (SD) | Amount of the Order Value deposited by the Bidder and retained till the successful completion of the project (as long as the bidder fulfils the contractual agreement). |
| Services | "Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. |
| RFP | "**RFP**" means the Request For Proposals |
| Goods and | "Goods and Materials" shall mean the articles, materials, equipments, IT |

| | |
|---|---|
| Materials | Equipments, supplier's drawings, Data/Software and other property and all services-including design, delivery, installation, inspection and maintenance support specified or required to complete the order and incidental thereto. |
| Order | "Order" shall mean the Purchase Order and its attachments and exhibits. |
| Purchaser | "Purchaser" shall mean IKG Punjab Technical University (IKGPTU) located at Jalandhar and its other Constituent Campuses (Amritsar, Batala, Bhikhiwind, Dinanagar and Hoshiarpur), where the items are to be supplied, installed and commissioned. |
| Consignee | "Consignee" shall mean EdCIL (India) Limited. |

# CHAPTER-IV
# INSTRUCTIONS FOR E-TENDERING

## 1. Instructions for Online Bid Submission:

E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has made e-tendering mandatory.

For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process at EdCIL web site. This portal built using Electronic tender's software is referred to as Electronic Tender System (ETS).

The bidders are required to submit soft copies of their bids electronically on ETS, using valid Digital Signature Certificates .The instructions given below are meant to assist the bidders in registering on the ETS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the ETS Portal.

## 2. Broad Outline of Activities from Bidder's Perspective

I. Bidders must have a valid Digital Signing Certificate (DSC)

II. Register on Electronic Tendering System® (ETS)

III. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA.

IV. View Notice Inviting Tender (NIT) on ETS

V. For this tender -- Assign Tender Search Code (TSC) to an MA

VI. Clarification to Tender Documents on ETS

- Query to EdCIL
- View response to queries posted by EdCIL

VII. Bid-Submission on ETS

VIII. Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant Bid-Part (i.e. Pre-Qualification)

IX. Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant part (i.e. Technical Bid; only for Pre-Qualification Responsive Bidders)

X. Attend Public Online Tender Opening Event (TOE) on ETS

- Opening of relevant part (i.e. Financial Bid; only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

## 3. Digital Signature Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Signature Certificate (DSC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

## 4. Registration

To use the Electronic Tender® portal, vendors need to register on the portal by going on the link provided at EdCIL tender web page (Instructions available at EdCIL website www.edcilindia.co.in). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact ETS Helpdesk (as given below), to get your registration accepted/activated.

**Important Note:**

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

## 5. SEARCHING FOR TENDER DOCUMENTS

I. There are various search options built in the ETS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID/ Tender Search Code (TSC), organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the ETS Portal.

II. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. This would enable the ETS Portal to intimate the bidders through e-mail alert in case there is any corrigendum issued to the tender document.

III. The bidder should make a note of the unique Tender ID/Tender Search Code (TSC) assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

## 6. PREPARATION OF BIDS

I. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

II. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

III. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

## 7. SUBMISSION OF BIDS

I. Bidder should log in to the site well in advance for bid submission and complete all formalities of registration (at least two days in advance) so that he/she upload the bid in time i.e. on or before the bid submission time.

Bidder will be responsible for any delay due to other issues.

II. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

III. Bidder has to pay the tender fee/EMD as applicable through demand draft in favour of EdCIL (India) Ltd. and enter details of the instruments. Original copies of demand draft for EMD/Tender fees are required to be submitted along with signed downloaded copy of tender document.

IV. A standard Financial Bid form has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid file is found to be modified by the bidder, the bid will be rejected.

OR

In some cases Financial Bids can be submitted in PDF format as well (in lieu of BOQ).

V. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

VI. All the documents being submitted by the bidders would be encrypted using a Pass Phrase created by the bidder himself through the ETS system. Unlike a password, a Pass-phrase can be multi-word sentence with spaces between words (e.g. I love this world). A Pass-Phrase is easier to remember and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each bid-part. This method of bid encryption does not have the security and date integrity related vulnerabilities which are inherent in e-tendering system which use Public-Key of the specified officer of EdCIL for bid encryption.

VII. All bidders must fill Electronic Forms (if applicable) for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms and the corresponding Main Bid. If variation is noted between the information contained in the Electronic Forms and Main Bid, the content of Electronic Forms shall prevail.

VIII. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

IX. 'Pass-Phrase' of Bid-Part to be opened during a particular Public Online Tender Opening Event shall be furnished online/offline by each bidder as demanded or specified in the tender document.

X. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with

the bid no. and the date & time of submission of the bid with all other relevant details.

## 8. ASSISTANCE TO BIDDERS

I. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

| **EdCIL/ ETS Helpdesk** | |
|---|---|
| Telephone/ Mobile | Customer Support: +91-11-26241790 (Multiple Telephone lines)<br><br>Emergency Mobile Numbers: +91-9868393775<br>(Please contact in case of emergency during non-working hours) |
| E-mail ID | skapil@edcil.co.in<br>& cc to: **ets_support@tcil-india.com** |

## 9. Offline Submissions: (AS PER TENDER REQUIREMENT)

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope at the address.

The envelope shall bear the project name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. **Original Bid Fee and EMD Security in the form of Demand Draft.**
2. **Original copy of the power-of-attorney**
3. **Pass Phrase for all bid parts i.e. Technical and Financial Bids.**

**Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexure during Online Bid-Submission.**

## 10. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

## 11. SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

I. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

II. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz. 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of --

Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.

III. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

IV. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

V. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

VI. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

VII. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is '**Complete**'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE:**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

## 12. MINIMUM REQUIREMENTS AT BIDDER'S END

- Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- Microsoft Internet Explorer 7.0 or above

- Digital Signature Certificate(s)

**Note:**

I. The Bid shall be typed in English and signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The person(s) signing the Bids shall initial all pages of the Bids.

II. All envelopes should be securely sealed and stamped.

III. It is mandatory for the Bidder to quote for all the items mentioned in the RFP.

## CHAPTER-V

## INSTRUCTIONS TO BIDDERS

1. **Due date**: The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.

2. **Preparation of Bids**: The offer/ bid shall be submitted in two bid systems (i.e.) Technical bid and Financial bid. The technical bid shall consist of all technical details along with commercial terms and conditions. Financial bid shall indicate item wise price for the items mentioned in the technical bid in the given PDF format.

3. **FEE:** The tenderer should submit Bid fee and EMD through Demand Draft drawn in favour of "EdCIL (India) Limited" payable at NOIDA/ New Delhi from any nationalized/Scheduled bank valid for six months. The Bid sent without Bid fee and EMD would be considered as UNRESPONSIVE and will not be considered. (The EMD will be returned without any interest to the unsuccessful bidders immediately after the award of contract.)

   The bidders are requested to submit following fee along with bids in the shape of DD in favour of "EdCIL (India) Limited" payable at NOIDA/ New Delhi:

   **I.** The bidder should enclose bid fee of Rs. 1000/- (Rupees one thousand only)in the form of Demand Draft.

   **II.** The bidder should enclose EMD of Rs. 1,70,000_/- (Rupees One Lakh Seventy Thousand only) in the form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at NOIDA.

   **Note:**

   Bidders registered with MSME and having valid registration certificate issued by NSIC are exempted for submission of bid fee and EMD.

4. **Refund of EMD**:
   i. The EMD will be returned to unsuccessful Tenderer only after the Tenders are finalized.
   ii. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
   iii. In Case of Successful Bidder, the EMD shall be refunded after submission of 10% Performance Bank Guarantee from a scheduled bank operating in India.

**5. Acceptance/ Rejection of bids:** EdCIL reserves the right to reject any or all offers without assigning any reason.

EdCIL based on the requirement without assigning any reason to the Bidder may split work/Scope/Bid offer in stages or in parts according to the need of work for ease of execution of work.

EdCIL reserves right to take decision according to requirement and no claim on whatsoever ground shall be entertained from the bidder.

**6. Pre-qualification criteria:**

(Documents must be provided in support of the following otherwise bids will be summarily rejected)

| S. no. | PQ criteria | Supporting Documents required |
|---|---|---|
| **1** | The bidder must be a Company/ LLP registered with Statutory Authorities for the last five years | Copy of certificate of incorporation |
| **2.a** | Only authorized dealer/ agency of Original Equipment Manufacturer (OEM) or OEM having minimum 5 years of experience in execution of Laboratory Equipment/ Instrument supplies should apply against this invitation for bid. In the case of the bidder, offering to supply Equipment/Instrument under the bid, which the bidder does not manufacture or otherwise produce, the bidder has to provide *Manufacturer's Authorization Certificate as per format at* ***Annexure XII.*** *Bids submitted without valid authorization certificate will be summarily rejected. Authorization certificate from OEM is essential for all the items of supply under scope of work.* | Latest Authorization letter from OEM to the Bidder authorizing him to do business on OEM's Behalf, as associate or authorized business partner, for OEM's Manufactured Items.<br>In case of OEM participating as a bidder, a power of attorney by the company's Director to the authorized signatory to be submitted along with the technical bid.<br>Copies of work orders and completion certificates by various clients in the recent past. |
| **2.b** | An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for spares & maintenance facilities during warranty & AMC. The bid shall not be considered responsive in absence of the certificate from the OEM. | Undertaking by the authorized signatory of OEM in favour of the Bidder agency. |

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| **3** | The average annual turnover of the bidder from the Laboratory equipment supply quoting for the bid should be **Rs. 2.55 Crore** (Rs. Two Crore Fifty Five Lakh only) during the last three financial years (2013-2014, 2014-2015 & 2015-2016). In this regard, the bidder should submit copies of audited Balance sheets including profit and loss accounts for the last three financial years as above. The agency should have profit for all 3 years. A registered CA's certificate indicating Laboratory equipment supply turnover amount for the relevant period also is accompanied. | Certificate from the Chartered Accountant and copy of audited balance sheets/P&L Accounts |
| **4** | Bidder must submit latest Bank Solvency Certificate (not exceeding 6 months before the date of publication of advertisement) not less than of Rs. 34 Lakh (Rs. Thirty Four lakh only). | Copy of bank Solvency Certificate |
| **5** | Firm must have successfully executed (during the last three completed financial year 13-14,14-15,15-16) at least one or more supply, Installation ,Commissioning & Maintenance of UPS Equipments order from start to finish of the following:<br><br>One single order of Supply, Installation, Commissioning & Maintenance of Laboratory Equipments having value of Rs 68.00 Lakh (Rs. Sixty Eight Lakh only)<br>(OR)<br><br>Two orders of Supply of Laboratory Equipment Supply, installation ,Commissioning & maintenance having value of Rs. 51.00 Lakh (Rs.Fifty One Lakh only)<br>(OR)<br><br>Three orders of Supply of Laboratory Equipments Supply, installation ,Commissioning & maintenance having value of Rs.34.00 Lakhs (Rs.Thirty Four Lakh only)<br><br>{The above said orders should have been | Copies of work orders and completion certificates |

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| | undertaken in the last three years} | |
| **6** | The Bidder must have successfully executed at least one order of supply of UPS equipments to Govt./PSU's/Autonomous bodies/ Govt. Institutions such as IIT's/NIT's/IIIT's/Central Universities etc. during last three Financial years for which necessary supporting documents have to be enclosed. | Copies of work orders and completion certificates |
| **7** | The Bidder should indicate at least Four numbers of technically Qualified professionals having experience for not less than three years for installation & Maintenance support. | List of technical qualified Professionals duly self certificated by the bidder along with the professional certificate. |

Not withstanding anything stated above, the Consignee reserves the right to assess bidder's capability and capacity to perform the contract, should circumstances warrant such an assessment in the overall interest of the EdCIL/ IKGPTU, Jalandhar, Punjab and constituents campuses.

**7. Performance Security**:

The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to EdCIL within 15 days from the date of receipt of Purchase Order. The Performance Bank Guarantee should be issued by a nationalized/ scheduled bank in favour of **"EdCIL (India) Limited"** to be valid for a period of 90 days beyond the date of completion of warranty period. This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.

**8. Force Majeure:**

The Supplier should not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events shall include, but are not limited to, acts of the Consignee either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- If a Force Majeure situation arises, the Supplier should promptly notify the Consignee in writing of such conditions and the cause thereof. Unless otherwise directed by the Consignee in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and should seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**9. Risk Purchase Clause**:

In event of failure of supply of the item/equipment within the stipulated delivery schedule, the consignee has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

**10. Packing Instructions**: Each package will be marked on three sides with proper paint/ indelible ink, the following:

i. Item Nomenclature

ii. Order/Contract No.

iii. Country of Origin of Goods

iv. Supplier's Name and Address

v. Consignee/Purchaser details

vi. Packing list reference number

vii. All packing should be strong enough to withstand rough handling during loading unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc. All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/ compound and wrapped to prevent rusting and damage.

viii. Attachments and spare parts and all small pieces should be packed with adequate protections and wherever possible should be sent along with the major items. Each item should be tagged so as to identify it with the main equipment and part number and reference number should be indicated.

ix. All protection and threaded fittings should be suitably protected and covers should block the openings.

**11. Unloading and Unpacking:**

Unless specified otherwise in the purchase order, Unloading and storage of the same at the designated place should be undertaken by the supplier. The

Unpacking of the materials should also be arranged by Supplier.

**12. Delivery and Documents:**

Delivery of the goods should be made within a **maximum of 60 days** from the date of placement of purchase order. The successful bidder to provide absolute supply schedule within 7 days from the receipt of Purchase Order. Within 24 hours of dispatch, the supplier should notify the consignee and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. Till the consignee/purchaser takes over/ receives the equipment/ items, the supplier should be responsible to keep the same in safe custody and the charges (if any) to be borne by the supplier. The supplier should mail the following documents to the consignee with a copy to the insurance company:

i. 4 Copies of the Supplier invoice showing contract number, goods 'description, quantity unit price, total amount;
ii. Acknowledgment of receipt of goods from the consignee(s) by the transporter;
iii. Insurance Certificate if applicable;
iv. Manufacturer's/Supplier's warranty certificate;
v. Inspection Certificate issued by the nominated inspection agency , if any
vi. Supplier’s factory inspection report ;and
vii. Certificate of Origin(if possible by the beneficiary);
viii. Two copies of the packing list identifying the contents of each package.

The above documents should be received by the Consignee before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

**13. Delayed delivery:** If the delivery is not made within the due date for any reason, the Consignee will have the right to impose penalty @ 1% per week and the maximum deduction is 10% of the contract value / price. Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantees.

**14. Prices:**

i. The price should be quoted in per unit (with breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid as applicable. However, the percentage of taxes and duties should be clearly indicated. The inter se merit position of the bids however shall be decided based on the composite price of the product including taxes, transportation, Warranty & AMC with all other incidental expenses indicated.

ii. The prices must be quoted in the Performa given in Financial Bid failing which the Bid would be treated as unresponsive. Any discount or any other offers

affecting the package price must be mentioned in Financial Bid only. Discount or any other offers affecting the Package price mentioned at any other place of the bid other that Financial Bid will not be considered.

**15. Notices:** For the purpose of all notices, the following should be the address :

**Consignee:**
**The Project Manager, EdCIL India Ltd., Camp office PTU, Punjab, on behalf of** The Chief General Manager (EIS & EPS)
EdCIL (India) Limited,
18 A, Sector-16A,
Noida-201 301
Tel: 91-120-2512001 to 2512006

**Supplier:** (To be filled in by the supplier)

**16. Progress of Supply**: Wherever applicable, supplier should regularly intimate progress of supply, in writing, to the consignee as under:

i. Quantity offered for inspection and date;
ii. Quantity accepted/rejected by inspecting agency and date;
iii. Quantity dispatched/delivered to consignees and date;
iv. Quantity where incidental services have been satisfactorily completed with date;
v. Quantity where rectification / repair / replacement effected / completed on receipt of any communication from consignee/Consignee with date;
vi. Date of completion of entire Contract including incidental services, if any; and
vii. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required should also be specified).

**17. Inspection and Tests:** Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

i. After the goods are manufactured and assembled, inspection and testing of the goods should be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet should be issued to this effect and submitted along with the delivery documents. A team including the representative of the end client would inspect the material and testing if required at vendor's premise. The location where the inspection is required to be conducted should be clearly indicated by the bidder after confirmation of the order.

ii. The acceptance test will be conducted by the Consignee/Purchaser, their consultant or other such person nominated by the Consignee/Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and

ascertaining conformity with the ordered specifications and quality. There should not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier should maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Consignee, the successful completion of the test specified.

iii. In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Consignee reserve the right to get the equipment replaced by the Supplier at no extra cost to the Consignee.

iv. Successful conduct and conclusion of the acceptance test for the installed goods and equipment should also be the responsibility and at the cost of the Supplier.

v. The time taken for pre-dispatch inspection is inclusive of the scheduled completion time of the delivery & installation of the equipments. Only the equipment certified by the Consignee/ Procurement Consultant should be dispatched to the Purchaser.

vi. The Supplier/manufacturer should display sample Item for verification of the equipments by Consignee/ Procurement Consultant/ Client before technical committee (if required)/ production of the same in bulk if required.

**18. Resolution of Disputes**: The dispute resolution mechanism to be applied pursuant should be as follows:

i. In case of Dispute or difference arising between the Consignee and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference should be settled in accordance with the Indian Arbitration &Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof should apply to the arbitration proceedings.

ii. The dispute should be referred to the Competent Authority, EdCIL and if he/she is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed should be final, conclusive and binding on all parties to this order.

iii. In the case of a dispute between the consignee and a Foreign Supplier, the dispute should be settled by arbitration in accordance with provision of sub-clause (i) & (ii) above. But if this is not acceptable to the supplier then the dispute should be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

iv. The venue of the arbitration should be the place from where the order is issued.

## 19. Right to Use Defective Goods

i. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Consignee should have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Consignee's operation.

**ii.** Replacement of Goods broken, damaged or short: In the event of any material or part thereof found broken or damaged or received short during transit or during installation or Commissioning or testing at site, before commissioning in service the suppliers should replace the same free of cost. However, PTU will recover amount equivalent to the cost of such damaged / broken / short supplied materials and will repay when actual replacement is given.

iii. Substitution and Wrong Supplies: Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods should be returned to the supplier at their own cost and risk.

## 20. Supplier Integrity

The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract

## 21. Training

The Supplier is required to provide training to the designated Consignee's/Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.

## 22. Installation & Demonstration

The supplier is required to undertake the installation and demonstration of the equipment within 15 days of the arrival of materials at IKGPTU (Main Campus) and constituent campuses (site of installation), otherwise the penalty clause will be the same as per the supply of materials.

The successful agency has to arrange for technician, other manpower, tools etc for installation and commissioning of the goods supplied by the agency.

**23. Insurance**

I. For delivery of goods at the Purchaser/Consignee premises, the insurance should be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on “All Risks" basis including War Risks and Strikes. The insurance should be valid for a period of not less than 3 months after installation and commissioning. If orders placed on CIF/CIP basis, the insurance should be up to IKGPTU (Main campus) or constituent campuses accordingly.

II. The Supplier should make all arrangements towards safe and complete delivery at I.K. Gujral Punjab Technical University (main campus), Jalandhar Punjab and other constituent campuses. Such responsibility on part of the supplier will include taking care of insurance, freight, octroi, state level permits etc. as applicable.

III. The supplier should also take care of transit insurance, comprehensive insurance or any other insurance which have direct bearing on the delivery of the items / equipments at IKGPTU, Kapurthala (Punjab) and its constituent campuses.

IV. It is the total responsibility of supplier to complete all formalities to transit of goods from the place of dispatch to I.K. Gujral Punjab Technical University (PTU) (main campus) Kapurthala (Punjab) and other constituent campuses.

V. The bidder should ensure that no person can engage in the business of a common carrier unless he has granted a certificate of registration to do so for supply of items at PTU, Kapurthala (Punjab).

VI. The transportation of goods through unregistered common carrier is illegal. The bidder should ensure to comply the carriage by latest Road Act and any other relevant.

VII. The supplier will keep EdCIL informed about various stages of deliveries & installation.

**24. Incidental services:** The incidental services also include:

I. Furnishing of 01 set of detailed operations & maintenance manual.

II. Arranging the shifting/moving of the item to their location of final installation within IKGPTU (main campus) or Constituent campuses premises at the cost of Supplier through their Indian representatives.

## 25. Warranty and Maintenance:

I. Comprehensive Warranty should be for a minimum period of one (01) year from date of successful installation & handing over of Goods at the IKGPTU Main Campus and Constituent campuses. The Supplier should, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier should at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as shall be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site with deployment of minimum one number of Engineers/technical qualified persons at site/IKGPTU campuses. Supplier should give a written information (about the Engineers/technical representative name and cell numbers) before handing over of the Goods to the Consignee and to the end client's nominated representative/s to attend the issues related to the warranty of the goods supplied under the contract.

II. The Consignee/Purchaser should promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier should immediately within 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier should take over the replaced parts/goods at the time of their replacement. No claim whatsoever should lie on the Consignee for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the consignee/purchaser should proceed to take such remedial action as should be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the consignee should have against the supplier under the contract.

III. The comprehensive annual maintenance charges (AMC) for a period of two years immediate after completion of one year warranty period should also be mentioned.

## 26. Governing Language

The contract should be written in English language. English language version of the Contract should govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, should be written in the same language.

**27. Applicable Law**

The Contract should be interpreted in accordance with the laws of the Union of India.

**28. Notices**

- Any notice given by one party to the other pursuant to this contract/order should be sent to the other party in writing or FAX or e mail and confirmed in writing to the other party's address.

- A notice should be effective when delivered or on the notice's effective date, whichever is later.

**29. Taxes**

Suppliers should be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Consignee. However, VAT in respect of the transaction between the Consignee and the Supplier should be payable extra, if so stipulated in the order.

**30. Duties (Custom & Excise )**

IKGPTU is exempted from paying Custom Duty under notification No.51/96 (partially or fully) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, no certificate will be issued to third party:

**1.** Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)

**2.** Forwarder details i.e. Name, Contact No., etc.

IKGPTU is exempted from paying Excise Duty and necessary Excise Duty Exemption Certificate will be provided for which following information are required.

a) Quotation with details of Basic Price, Rate, Tax & Amount on which Excise Duty is applicable

b) Supply Order Copy

c) Proforma-Invoice Copy.

**31. Agency Commission (if applicable)**:

Agency commission if any will be paid to the Indian agent in Rupees on receipt of

the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.

**32. Payment**:

**I. Payment of Impedance Analyzer equipments (Indigenous Items)**

i) 80% payment shall be made against delivery of UPS equipment in good conditions at consignee/purchaser place and to the entire satisfaction of the consignee.
ii) 10% on successful installation and commissioning of equipments.
iii) 10% after one month of successful handing over of UPS equipments.

**II. Payment for Impedance Analyzer equipments supplied from abroad (Imported Items)**

For imported items Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in favour of foreign Supplier/OEM after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 100% FOB/CIF value. EdCIL/ IKGPTU may ask for an equivalent value bank Guarantee duly acceptable to the Nationalized/Scheduled banks in India. The bidder should account for all such expenditures during offering their price. Nothing extra shall be paid beyond the quoted rates by the Bidder.

**a) *On shipment***

80% of the LC amount should be released on presentation of complete and clear shipping documents.

**b) *On Installation and commissioning***

20% of the LC amount shall be released after the installation and demonstration of the equipment at the IKGPTU, Kapurthala and its constituent campuses of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in tender terms and conditions

**III. Payment of AMC**

AMC payment shall be made on quarterly basis after end of the quarter.

**33.** **User list:** Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items have been supplied must be provided.

**34.** **Manuals and Drawings**

**I.** Before the goods and equipment are taken over by the Consignee, the Supplier should supply operation and maintenance manuals. These should be in such details as will enable the Consignee to operate, maintain, adjust and repair all parts of the works as stated in the specifications.

**II.** The Manuals should be in the ruling language (English) in such form and numbers as stated in the contract.

**III.** Unless and otherwise agreed, the goods equipment should not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the Consignee.

**35.** **Application Specialist**: The Tenderer should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.

**36.** **Site Preparation:-**

**I.** The supplier should inform to the Consignee about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the I.K.G.PTU should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

**II.** The supplier should visit I.K.G.PTU and see the site where the equipment is to be installed and should offer his advice and render assistance to the I.K.G.PTU in the preparation of the site and other pre-installation requirements.

**III.** IKGPTU (Main campus) and constituent campus should provide electricity and water for installation of equipment.

**37.** **Installation**:

The equipment or machinery has to be installed or commissioned by the successful bidder within 15 days from the date of receipt of the item at IKGPTU (Main campus) and constituent campuses. In case of any mis-happening/ damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with

the insurance company as per his convenience. IKGPTU (Main Campus) and Constituent Campuses will not be liable to any type of losses in any form.

**38. Spare Parts**

The Supplier should be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

**I.** Such spare parts as the Consignee should elect to purchase from the Supplier, providing that this selection should not relieve the Supplier of any warranty obligations under the Contract; and

**II.** In the event of termination of production of the spare parts:
- Advance notification to the Consignee of the pending termination, in sufficient time to permit the Consignee to procure needed requirements; and following such termination, furnishing at no cost to the Consignee, the blueprints, drawings and specifications of the spare parts, if requested.

**III.** Supplier should carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components should be supplied as promptly as possible but in any case within six months of placement of order.

**39. Product Life:**

The Models offered should strictly confirm to the specifications given in the product literature and these models should be supported for a minimum period of 5 years including warranty period. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered.

In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

**40. Defective Equipment**

**I.** If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment should be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made.

**II.** All damaged or unapproved goods should be returned at suppliers cost and risk and the incidental expenses incurred thereon should be recovered from the supplier. Defective part in equipment, if found before installation and/or

during warranty period, should be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, EdCIL INDIA LTD should consider "Banning" the supplier.

## 41. Termination for Default

The Consignee should, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

**I.** If the Supplier fails to deliver any or all of the Goods within the period(s)specified in the order, or within any extension thereof granted by the Consignee; or

**II.** If the Supplier fails to perform any other obligation(s) under the Contract.

**III.** If the Supplier, in the judgment of the Consignee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**IV.** For the purpose of this Clause:

- "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

- "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;""

- In the event the Consignee terminates the Contract in whole or in part, the Consignee should procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier should be liable to the Consignee for any excess costs for such similar Goods or Services. However, the Supplier should continue the performance of the Contract to the extent not terminated.

**42. Training of Personnel:**

- The supplier should be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the I.K.G PTU and its constituent campuses premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier's cost.

- In case the cost of equipment is more than Rs. 25 lakh, the supplier should be required to provide a technical person for assistance for a period of one month for assistance at IKGPTU (Main campus) and Constituent campuses. In case the technical personnel is not provided, an amount of Rs.50,000/- shall be deducted from the suppliers bill .

**43. Disputes and Jurisdiction**:

Any legal disputes arising out of any breach of contract pertaining to this tender should be settled in the court of competent jurisdiction located within New Delhi.

**44. Compliancy certificate**:

This certificate must be provided indicating conformity to the technical specifications. (Annexure I)

**45. Award of Contract:**

I. EdCIL reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the Bidders. In case of annulment, all proposals submitted and specifically, proposal securities shall be promptly returned to the Bidder.

II. EdCIL has the right to review at any time prior to award of contract that the qualification criteria, as specified in clause: 6 are still being met by the Bidder whose offer has been determined as first rank. A proposal shall be rejected if the qualification criteria, as specified in clause: 6 are no longer met by the Bidder whose offer has been determined as first rank.

**46. Negotiations:**

Normally Negotiations are not allowed. However, if required, negotiations will be held at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate technical, financial and other terms and conclude a legally binding agreement.

**47. Rates in Figures and Words:**

Rates Quoted by the Bidder in tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and

words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked
out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the rates quoted by the Bidder will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s) , word(s) and amount blank, it will be presumed that the Bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

- In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tender is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

**48.** **Acknowledgement**: It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.

**CHAPTER VI**

**ANNEXURE-I**

**TECHNICAL COMPLIANCE SHEET**

## 1. Wide Band Dielectric Impedance Analyzer with High temperature control system:

| S. No. | Technical Specification | | Numerical Values and Other Information | Whether comply (Yes/No) |
|---|---|---|---|---|
| A. | **A complete setup with all accessories** | | | |
| | Frequency Range | <10µHz upto 20 MHz or better | | |
| | Signal Amplitude | Voltage 0 - 3V rms, Current 0-60mA | | |
| | AC resolution | 50µV, 100nA or better | | |
| | DC Bias | +/- 40V DC, +/- 70mA or better | | |
| | DC resolution | 10mV, 40µA. | | |
| | Resistance Range | 10 mΩ - 100TΩ | | |
| | Capacitance Range | 0.001pF -1F | | |
| | Tan Delta Range | $0 – 10^6$ | | |
| | Tan delta resolution | $10^{-5}$ | | |
| | Measuring current Range | 10 pA- 60mA or better range | | |
| | Sweep Parameters | Voltage AC/DC, Frequency lin / log. | | |
| | Result Parameters | Real / Imaginary / Vector / parts of Z, R, X, Y, G, B, C, plus Q and D, Tan delta, Voltage – gain and phase differences | | |
| | Interface | IEEE 488(GPIB) (Compatible with PCI computer Interfacing card & connecting cable) | | |
| | Input Terminal | 2, 3, 4 terminals measurement Configuration | | |
| | Power Supply | 230V AC +/- 10% / 50-60 Hz | | |
| | User Calibrations/ | Load, Short, Open, Internal Self Calibration, Automatic | | |
| | Operational software | All operation should be controllable through window based computer with user friendly interface. | | |
| B. | **Features for Dielectric Impedance measurement Software :**<br><br>Evaluation and control software capable to control system and able to run on compatible PC with following facilities. | | | |

| | | | | |
|---|---|---|---|---|
| | Measurements | Fully automated for impedance, capacitance, dielectric loss over entire Specified frequency and temperature range | | |
| | Control | Frequency, temperature, DC bias, AC voltage and time in any multi-dimensional combination. | | |
| | Display | Graphical online display of measured data,temperature curve and system status with facility for multiple data sets in a single graph, Bode and Cole-Cole Plots | | |
| | Graphics | 2D and 3D representation of acquired / analytical data | | |
| | Calibration | Automatic calibration of Hardware and Sample cell | | |
| | Compatibility | Microsoft Windows 7 versions or above | | |
| | Online | Graphic Display & Text complete with explanations. | | |
| | Fully automatic temperature control software to support temperature control systems. | | | |
| C. | **High Temperature Control Systems upto 1200 deg C:** | | | |
| | Temperature range | Ambient to 1200 °C (continuous operation) | | |
| | Temperature Resolution | 0.1 °C | | |
| | Temperature sensors | Pt-Rh based sensors for temperature monitoring. | | |
| | Electrical power | 230 V ±10 %, 50/60 Hz AC single phase Requirement | | |
| | Temperature Controller | Controller with two signal channels for sample and furnace temperature sensors | | |
| | Furnace | Single zone vertical tubular furnace with adjustable stand. Work tube bore 45 mm or better, heated length 150 mm or better. | | |
| | **Cell System:** | | | |
| | • Base unit of Ni-plated brass, with all electrical, cooling water and gas connections. | | | |
| | • 2 gas connection stems, Swagelok quick-connects, brass, for 1/8' copper tubing | | | |

| | | | |
|---|---|---|---|
| | • 1alumina sample support tube assembly for disk sample with diameter 20mm | | |
| | • 1standard alumina spring load assembly | | |
| | • 1 spare set of long alumina bars for spring load | | |
| | • 3 hot zone gas tube: two straight of alumina and one bent of silica. | | |
| | • 1 Pt/Pt10Rh thermocouple assembly for disk setups | | |
| D. | **All other accessories appropriate to cell to be provided as below:** | | |
| | • 2 general purpose electrode nets with contact pair of Pt. | | |
| | • ectrode "hand" contact outer 2-wire assemblies of Pt/alumina with Pt net. | | |
| | • 1 inner "hand" electrode contact 2- wire assembly of Pt/alumina with Pt net .<br>• 1 Guard-reference-ring electrode assembly of Pt/alumina. | | |
| | • 2 general purpose electrode nets of Pt . | | |
| | • 2 gold sealing rings. | | |
| | • 4 single coax/BNC cables, 2 m | | |
| | • 1 Thermocouple compensation cable, 3 m | | |
| | • 1 simple bench-top mounting stand set Transport and storage case aluminum, | | |
| | • User manual, set of Various small parts: various tools, spare Viton O-rings steel bar for base unit fixture, alumina spacer rings, outer transportation glass tube, alumina support plates, cooling water hose fitting with PVC hose,1alumina cap for thermocouples spare springs (soft and stiff), spare female feed through mini-contracts, extra silicone hose for gas supply tubes. | | |
| E. | **Safety features:**<br>Automatic switch-off (heater disable and message display on sensor break or malfunction and over temperature Control of difference between furnace and sample temperatures (safety limit, luer- selectable value). | | |
| F. | **Other Accessories:** Computer with supporting Operating System | | |
| | • Computer should be of HP/DELL/LENOVO. | | |
| | • Processor: i5 – 6th Generation | | |
| | • RAM: 4GB | | |
| | • Hard-disk: 1TB | | |
| | • Monitor Size: 24” Display | | |
| | • With Other essential peripherals | | |

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

**Signature of Bidder Name:** _____

**Designation:** _____

**Organization Name:** _____

**Contact No.:** _____

**ANNEXURE-II**

**<< Organization Letter Head >>**

**DECLARATION SHEET**

We,_____hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to EdCIL INDIA LTD.

| We, further specifically certify that our organization has not been Black Listed/ De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years. | NAME & ADDRESS OF THE Vendor/ Manufacturer/ Agent |
|---|---|
| 1 Phone | |
| 2 Fax | |
| 3 E-mail | |
| 4 Contact Person Name | |
| 5 Mobile Number | |
| 6 TIN Number | |
| 7 PAN Number | |
| (In case of on-line payment of Tender Fees)<br>8 UTR No. (For Tender Fee) | |
| (In case of on-line payment of EMD)<br>9 UTR No. (For EMD) | |
| 10 Kindly provide bank details of the bidder in the following format:<br>a) Name of the Bank | |
| b) Account Number | |

| | |
|---|---|
| c) Kindly attach scanned copy of one Cheque book page to enable us to return the EMD to unsuccessful bidder | |

**(Signature of the Tenderer)**

**Name:** _____

**Seal of the Company**

**Annexure III**

## LETTER OF UNDERTAKING
## (ON THE LETTER HEAD OF THE BIDDER)

To

Chief General Manager (EIS & EPS)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A,
NOIDA – 201301 (U.P.), India

Sir,

**SUBJECT-** Supply, Installation, Commissioning & Maintenance of Impedance Analyzer Equipments at IKGPTU Kapurthala and its other Constituent campuses (Punjab)

This bears reference to EdCIL Bid No. **EdCIL/PROC/PTU-2017/LAB-MTECH-MICRO/MICRO-PKG1/1** Dated __.__.2017. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall not prevent EdCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

The above document is executed on ___/___/2017 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our bid/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder_____

Authorized Signatory_____

Seal of the Organization_____

Date:

Place:

**ANNEXURE IV**

***UNDERTAKING***

This is to confirm that we M/s _____ (give full address) have not been declared neither **failed to perform on any Agreement, nor have been expelled from any project or Agreement nor any Agreement terminated** for breach by the us (Agency) in any of the government department and public sector undertaking /enterprise or by any other Client in India, in last five year before release of advertisement.

If the above information found false at any stage after the placement of Work Order / Agreement, EdCIL (India) Limited (Ed.CIL), 18-A, Sector 16-A, Noida will have full right to cancel the Contact and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by Ed.CIL which shall be deemed fit at that point of time.

Authorized Signatory

**Note:** *The undertaking regarding the non-blacklisting of firm is to be submitted on a non-judicial stamp paper of Rs. 100/- (Rupees Hundred only).*

**ANNEXURE V**

**Annual Average Turn Over:-**

| Sl. No. | Financial Year | Annual Turn over |
|---|---|---|
| 1. | 2013-14 | |
| 2. | 2014-15 | |
| 3. | 2015-16 | |

Note: Certificate from Statutory Auditor/ Charted Accountant certifying balance sheet only for all three years to be attached.

**Signature with Seal of the Chartered Accountant**

**Signature with Seal of the Bidder**

**ANNEXURE-VI**

## Details of Projects Completed During Last 5 years

**Bid No.:**
**Date of Opening:**
**Time:**
**Name of the Firm:**

| S. No. | Name of the Projects | Order No. & Date | Description & Quantity of ordered Equipment | Value of Order | Date of Start | Scheduled Date of Completion | Actual Date of Completion | Reason for Delay, if any |
|---|---|---|---|---|---|---|---|---|
| *1.* | | | | | | | | |
| *2.* | | | | | | | | |
| *3.* | | | | | | | | |
| *4.* | | | | | | | | |
| *5.* | | | | | | | | |
| *6.* | | | | | | | | |
| *7.* | | | | | | | | |

**Signature with Seal**

**ANNEXURE-VII**

## List of Order executed for Govt. Organization/ Department/ University

| List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders) | | | |
|---|---|---|---|
| **Name of the organization** | **Year of Procurement** | **Total Value** | **Name of Contact Person and other details** |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period. | | |
|---|---|---|
| **Name of the organization** | **Name of Contact Person** | **Contact No.** |
| | | |
| | | |
| | | |
| | | |

**Signature of Bidder**

**Name:** _____

**Designation:** _____

**Organization Name:** _____

**Contact No. :** _____

**ANNEXURE-VIII**

## POWER OF ATTORNEY

Know all men by these presents, we…… (name of firm and address of the registered office ) do hereby constitute, nominate appoint and authorize Mr./Ms……..son/daughter/wife of and presently residing at…….., who is presently employed with /retained by us and holding position of…….as our true and lawful attorney
(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client>…….project, proposed to be developed by the
…….. (the "client") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE……THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON
THIS …….. DAY OF …….. 2017.

For …… (Name and registered address of client)

(Signature, name, designation, and address)

Witness:

1. (Signature, name and address)

2. (Signature, name and address)

Notarized

Accepted

……

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

**ANNEXURE-IX**

## LETTER OF BID SUBMISSION

**Chief General Manager,**
**EIS & EPS**
**EdCIL (India) Limited,**
**Ed.CIL House, 18A, Sector- 16A,**
**NOIDA- 201 301 (U.P)**

**SUBJECT- Supply, Installation, Commissioning & Maintenance of Impedance Analyzer Equipment at IKGPTU Kapurthala and its other Constituent campuses (Punjab)**

***-Submission of Bid -***

Sir,

Having examined the details given in Press Notice, Notice Inviting Bid & Bid Document for the above work, I/we hereby submit the relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed form _____ and accompanying statements are true and correct.
2. I / we certify that we have not changed/altered any word/sentence or any figure in number/s or words appearing the original tender document uploaded by EdCIL on the designated web page for e-tendering. In case, if a fraudulent activity is found at any stage between tender submission to final closure of the tender/contract, our candidature/bid/contract shall be immediately cancelled and EMD/Performance security/ security deposit along with the due amount towards the work executed or advance shall be forfeited. EdCIL will not entertain any claim or entertain any reason for this intentional act. EdCIL may go for the legal action against the bidder for recovering any one or all damages caused to EdCIL or its client on this account.

3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.

4. I/We submit the requisite **certified solvency certificate** and authorize the EdCIL to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Ed.CIL to approach individuals, employers, firms and corporation to verify our competency and general reputation.

5. I/We submit the following **certificates** in support of our suitability, technical knowledge and capability for having successfully completed the following works :

| S.No. | Name of Work | Certificate From |
|---|---|---|
| | | |
| | | |

6. Earnest Money Deposit amounting to Rs. ---------- in the form of DD/Pay Order No. ---------- dated ---------- issued by ---------- Bank is submitted.

7. Demand Draft of Rs. 1000/- towards Bid document cost.

Enclosures:

Date of Submission :

**ANNEXURE – X**

Name of the Bank: _____

To

Chief General Manager
EIS & EPS
EdCIL (India) Limited
EdCIL House, 18 A, Sector-16 A
NOIDA – 201301 (U.P.), India

## PERFORMANCE BANK GUARANTE FORMAT

In consideration of the Chairman and Managing Director EdCIL acting through _____ (Designation & address of Contract Signing Authority), (hereinafter called "The EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____
Dt :_____ Made between _____ (Designation & address of contract signing Authority) and _____ (here in after called "the said Agency" for the work _____ (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ _____ ( ₹ _____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ₹ _____ ( ₹ _____ only) on demand by the EdCIL (India) Ltd.

2. We _____ (Indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager, EdCIL (India) Ltd, Noida or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____ ( ₹ _____

Only).

3. (A) We _____ ( indicate the name of Bank ) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

   a. The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall have no claim against us for making such payment.

4. We _____ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____

   (Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

5 (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

   (b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

6. We _____ ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said Agency for by any such matter or thing whatsoever under the law

relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.
8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs…….. (Rs……..only) unless a demand under this guarantee is made on us in writing on or before…….. we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the Day of for

(indicate the name of bank)

Signature of Banks Authorized official

Witness (Name)_____

Designation with Code No. ---------

1 Full Address----------

2.

**ANNEXURE-XI**

## PROFORMA PRE CONTRACT INTEGRITY PACT

### GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of …. 2017, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the "BUYER"/ "EdCIL" interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

**AND**

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure services towards "Supply, Installation and Commissioning of UPS Equipments at IKGPTU Kapurthala and its other Constituent campuses (Punjab)"
For its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the Bid document No. ……./ 2017 Dated …….. 2017.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired services as referred to in the Bid document No. ……. dated ……..2017 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the EdCIL**

1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

**3. Commitments of Bidders**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees,

brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case shall be for satisfactory performance of the proposed terms of Bidder.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

## 4. PREVIOUS TRANGRESSION

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

## 5. EARNEST MONEY DEPOSIT

5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. ……. as Earnest Money with the EdCIL through Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.

5.2 The instrument for Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case shall be for satisfactory performance of the terms of Bidder above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.

5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money

Deposit for the period of its currency.

6. **SANCTIONS FOR VIOLATIONS**

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case shall be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which shall be further extended at the discretion of the EdCIL.

viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.

x. Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

## 7. INDEPENDENT MONITORS

7.1 An Independent monitor (s) shall be appointed by EdCIL, incase of breach of the provisions of the pact.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the EdCIL.

7.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided b the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.

7.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, shall the occasion arise, submit proposals for correcting problematic situations.

## 8. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## 9. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

## 10. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that shall follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 11. VALIDITY

11.1 The validity of this Integrity Pact shall be governed by the terms of the Bid No.**EdCIL/PROC/PTU-2017/LAB-MTECH-MICRO/MICRO-PKG1/1** towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the Bidder with successful bidder.

11.2 Shall one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12.** The parties hereby sign this Integrity Pact at _____ on _____.

| | |
|---|---|
| EdCIL (India) Limited<br>Name of the Officer :<br>Designation: | BIDDER<br>CHIEF EXECUTIVE OFFICER |
| Witness: | Witness |
| **2.** _____ | 1. _____ |
| **3.** _____ | 2. _____ |

*(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).*

**ANNEXURE XII**

## MANUFACTURER AUTHORIZATION FORM

No. _____ dated _____

To

_____
_____
_____

Dear Sir:

Bid No. _____

We _____ who are established and reputed manufacturer of _____ (*name and description of goods offered)* having factories at _____ (*address of factory) with factory registration no.* ---------- do hereby authorize M/s_____ (*Name and address of Agent)* to submit a bid, and sign the contract with you for the goods manufactured by us against the above bid.

We hereby extend our full warranty as per Clause 3 of the Conditions of Contracts, for the goods and services offered for supply by the above firm against this Invitation for Bid. We further certify that we shall support vendor with all related spares and maintenance during the entire contract period including the period of warranty/AMC.

Yours faithfully,

(Name):_____

(Name of manufacturers):_____

Note: This letter of authority should be on the letterhead of the manufacturer or OEM and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

**Annexure XIII**

## Tender Compliance Sheet

| S. No. | Description | Yes/No with Page No. |
|---|---|---|
| 1. | Whether bidder has submitted the bid fee or not? | |
| 2. | BID SECURITY<br>Whether the bidder has attached the Bid Security as per format of the Bid Security form? | |
| 3. | Amount of Bid Security as per bid requirement or not? | |
| 4. | Form in which Bid security enclosed (Bank Guarantee/Demand Draft). If the Bid security is submitted in the form of Bank guarantee it should be as per format given in **Annexure – X.** The Bank Guarantee should be issued on judicial stamp paper of Rs.100/- and Stamp Paper should be purchased in the name of Bank issuing the Bank Guarantee. | |
| 5. | Date of issue of Bank Guarantee/Demand Draft (which ever applicable) | |
| 6. | Validity of the Bank Guarantee (if submitted) 135 days from submission of bid or not? | |
| 7. | Bid validity 90 days or not? | |
| 8. | If bidder is an agent, whether the authorization certificate as per Performa at **Annexure – XII** attached or not? | |
| 9. | Legal Status / Constitution of firm (any document & partnership deed etc.) | |
| 10. | Details of Service Supports/Closest Service Station from where service would be provided during warranty period | |
| 11. | Whether the bidder has quoted for all the items in the Schedule? | |
| 12. | Whether warranty of Equipments/items as per bid quoted or not? | |
| 13. | Whether price as per Financial Bid quoted or not? | |

| S. No. | Description | Yes/No with Page No. |
|---|---|---|
| 14. | Whether delivery period and installation period as per bid agreed or not? | |
| 15. | Payment terms as per bid agreed or not? | |
| 16. | Undertaking as per **Annexure III & IV** or not? | |
| 17. | A brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the supply of the required equipment attached or not? | |
| | **QUALIFICATION CRITERIA** | |
| 18. | Supporting documents showing supplier in the field of supply of UPS Equipment for last Five years. Copy of certificate of incorporation is enclosed or not? | |
| 19. | OEM Authorization Certificate **enclosed or not?** Authorization certificate is required for all the items. | |
| 20. | Audited Balance sheets including profit and loss statements for the last three financial years (2013-2014, 2014-2015 & 2015-2016) to fulfill the requirements of equipment turnover as per bid qualification criteria attached or not? | |
| 21. | Bank Solvency *(not exceeding 6 months before the date of publication of this advertisement)* as per bid requirement submitted or not? | |
| 22. | Documents in support of equipments supplied to Govt. Institutions such as IIT's/NIT's/IIIT's/ etc. during last five years enclosed or not? | |
| 23. | Copies of past order details to fulfill the requirement of past order as per qualification criteria attached or not? | |

**ANNEXURE – XIV**

## CONTRACT FORM

**THIS AGREEMENT** made the ……. day of …... 2017 between ……. *(Name of Procurement Consultant (hereinafter "the Procurement Consultant") on behalf of IKGPTU, Kapurthala, Punjab of the one part and ……. (Name & address of Supplier) …….. (Hereinafter called "the Supplier")* of the other part:

**WHEREAS** the Purchase is desirous that certain Goods and ancillary services viz. …….. (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ……. (Contract Prize in words and Figures) (Hereinafter called "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.,

   [a] The Price Schedule submitted by the Bidder;

   [b] The Schedule of Requirements;

   [c] The Terms & Conditions

   [d] The Consignee's Notification of Award/ Purchase Order

3. In consideration of the payments to be made by the Consignee to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Consignee to provide the goods and services and to remedy defects herein in conformity in all respects with the provisions of the Contract.

4. The Consignee hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contact prices or such other sum as shall become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services, which shall be supplied/ provided by the Supplier, are as under:

| S. No. | Brief Description of Goods & Services | Quantity to be supplied | Unit Price | Total Price | Delivery Terms |
|---|---|---|---|---|---|
| | | | | | |

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

IN WITNESS where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said …….. (For the Consignee)

in the presence of ……..

Signed, Sealed and Delivered by the

said …….. (For the Supplier)

in the presence of ……..

**ANNEXURE – XV**

**FORM - A**

**DELIVERY CERTIFICATE**

(to be completed by the Consignee/Purchaser)

1. The items mentioned as per details given below, have been physically verified by way of opening the cartons/packing and verifying the machine/ equipment supplied and model of the Equipments/Items. It is certified and acknowledged that the same have been received at this Institution in good condition.

| Sl. No. | Sl. No. (As per Work Order) | Description of Equipment | Origin | Model & Make | Quantity |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

Please make appropriate column, as per requirement.

2. The items as per details given below was/were received in damaged conditions and therefore are not acceptable. These damaged goods/equipment have been returned to the supplier and supplier is required to supply the new equipment in lieu of damaged one.

**Details of the Goods/Equipment received in objectionable condition**

| Sl. No. | Sl. No. (As per Work Order) | Description of Equipment | Origin | Model & Make | Quantity |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

Date: _____

(Signature of the issuing official)
Authorized Official, IKGPTU

Name _____
Designation _____
Rubber Seal of the Institution

Received the Acknowledgement Certificate

Date: _____

Signature of Supplier or his Authorized Representative
Name: _____

**ANNEXURE - XVI**

## FORM FOR ACCEPTANCE OF GOODS/EQUIPMENT AT SITE

## FORM – B

## INSTALLATION CERTIFICATE

*(to be completed and issued by the Consignee/Purchaser)*

**Note:** In case of need, a fresh form on these lines shall be prepared & issued by Consignee. 2 copies of this certificate to be provided to Supplier.

1. The following goods/equipment, supplied by the Supplier at this University have been successfully installed by the Supplier.

| Sl. No. | Sl. No. (As per Work Order) | Description of Items with specifications | Origin | Model & Make | Quantity |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

2. The Supplier has fulfilled his contractual obligations related to supply & installation of the items.

or

3. The Supplier has not fulfilled his contractual obligation with regard to following. (Mention here **deviation**, if any, related to successful installation.)
   (a)
   (b)
   (c)

Date:

(Signature of the issuing official)
IKGPTU
Name: _____
Designation: _____

Rubber Seal of the Institution

Received the Acceptance Certificate

Date:

Signature of Supplier or his Authorized Representative

Name: _____