

**Punjab Engineering College
(Deemed to be University)
Chandigarh**



E-TENDER DOCUMENT

FOR

Submersible Motor, 40HP

In

Civil Engineering Department

At

**Punjab Engineering College
(Deemed to be University)
Chandigarh**

Cost of Tender: Rs. 1000/- (Payable through DD in favor of Director, Punjab Engineering College, Chandigarh. To be submitted at time of participation in pre-bid meeting).

Description

Section	Terms and condition of contract
I	Invitation for E-Tender for Submersible Motor, 40Hp as per section IV in Civil Engineering Department at Punjab Engineering College (Deemed to be University), Chandigarh.
II	Tender document (Technical Bid)
III	Technical Specification and details
IV	Schedule of requirements (Technical Bid)
V	Price Schedule (Financial Bid)
VI	General Terms and Conditions
VII	Contract form (Agreement) and other forms

SECTION-I

Invitation for E-Tender

For Submersible Motor, 40Hp (as per section IV) in Civil Engineering Department at Punjab Engineering Collage (Deemed to be University) Chandigarh.

1. Director ,Punjab Engineering College (Deemed to be University), Chandigarh invites e-bids from eligible bidders for the supply and installation of Submersible Motor, 40Hp in Civil Engineering Department at Punjab Engineering College (Deemed to be University), Chandigarh.
2. Interested eligible Bidders may obtain further information from Civil Engineering Department, Punjab Engineering College (Deemed to be University), Sector 12, Chandigarh 160012, India.
3. The bidding document is downloadable from institute website <http://www.pec.ac.in>.
4. All bids must be accompanied by a bid security as specified in the <https://etenders.chd.nic.in> and must be delivered to the office address mentioned below by the date and time indicated below.
5. Bids will be opened in the presence of Bidders' or their representatives who authorized to attend on the specified date and time.

TABLE – 1 EMD (Earnest Money Deposit)

S.No	Name Of the work	EMD Security	Performance/Security
1.	Submersible Motor, 40Hp as per section IV In Civil Engineering department At Punjab Engineering College (Deemed to be University)	Rs. 8,000 (Eight Thousand only) Payable through DD in favor of Director Punjab Engineering College)	Nil

NOTE:

1. Financial bids and Earnest Money Deposit (EMD) is to be submitted for the equipment.

TABLE - 2 Time Schedule

I	Date of publication	12/03/2018
II	Downloading of e-tender document	12/03/2018 to 19/03/2018
V	Last date of submission of e-tender	19/03/2018
VI	Physical submission of EMD and other necessary pre-qualification documents (scanned copies)	End date: 19/03/2018 up to 5.00 PM
VII	Opening of Technical Bid (online) and meeting for scrutiny of technical bid and declaring Eligible bidders.	Date: 20/03/2018 at 11.30 a.m.
VII	Opening of Financial Bid of only eligible technically qualified bidder as determined by the Committee.	To be informed after checking eligibility of Bidders
	Place of opening of bids	Civil Engineering Department Punjab Engineering College (Deemed to be University) Sector 12, Chandigarh 160012

Important Notes:

I.	Bidders shall have to submit their bids on-line in Electronic Format with Digital Signatures.
II.	All terms and conditions, instructions to bidder regarding e-tendering process etc. may Kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on the Punjab Engineering College (Deemed to be University) institute website (www.pec.ac.in).
III.	The bidder has to submit the original documents in physical form such as EMD, eligibility documents and other desired documents on the date fixed for the same as above. The failure will entail summarily rejection of its tender.
	The Director reserves the rights to reject or accept any or all tenders without assigning any reasons.

CHECKLIST FOR TENDER DOCUMENT

S. No.	Checklist Tick	(Yes/No)
1.	Whether name of the firm/organization & address and telephone/mobile number/fax number on letter pad of the company/firm have been mentioned	Yes/No
2.	Whether EMD as mentioned in Table-1 of Section I in the shape of Demand draft/ Banker Cheque in favor of Director, PEC University of Technology, payable at Chandigarh has been attached? If yes, DD/B.C No. _____ dated _____ and _____ name of the Bank)	Yes/No
3.	Do you agree to provide 90 days validity of tender as per point 4 of Section-VI?	Yes/No
4.	Whether attested photocopy of PAN/TAN Card is attached?	Yes/No
5.	Whether name, address, contact number, designation/capacity of person signing tender document is attached?	Yes/No
6.	Do you comply the specification and details given in SECTION IV	Yes/No
7.	Whether attested photocopy of Registration Certificate attached?	Yes/No
8.	Covering letter (Annexure 2.1 of SECTION II) is attached	Yes/No
9.	Do you agree to provide the equipment in 60 days from the date of supply order?	Yes/No
10.	Do you agree that no advance payment will be made by the PEC University of Technology in view of condition No. 7 of SECTION-VI?	Yes/No
11.	Do you agree to provide the items F.O.R. Punjab Engineering College (Deemed to be University) Sector-12, Chandigarh?	Yes/No

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer _____

Address: _____

SECTION II

Terms and Conditions of Contract

1. Tenderers are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the Tender document or submission of a bid not substantially responsive to the Tender document in every respect will be at the tenderers risk and may result in the *rejection* of the bid.
2. The tenderers should give their quote in Indian currency only keeping in mind that our institute (i.e. Punjab Engineering College (Deemed to be University) is exempted from the payment of custom and excise duty. If foreign make equipment is quoted in Indian currency, no sales tax will be payable. Only custom duty exemption certificate will be issued.
3. The Bidders shall have to submit their Bids online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
4. Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form only, it shall be rejected out rightly.
5. Bids will be opened online as per time schedule mentioned in e-tender notice (**SECTION I Table 2**).
6. Before submission of online Bids, Bidders must ensure that self-attested scanned copies of all the necessary documents as mentioned in **SECTION III “Technical Bid”** and **SECTION V “Financial Bid”** of this tender document has been uploaded with the Bid, failing which their bids may be out-rightly rejected and will not be considered.
7. The Director, Punjab Engineering College (Deemed to be University) Chandigarh will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
8. It will be mandatory for all the Bidders to upload all the documents mentioned under Tender document.
9. Bidder are required to upload scanned copy of EMD as specified in the tender documents and send original along with other hard copies of desired documents to be sent in technical bid envelope.
10. The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.

11. The conditional bids shall not be considered and may be rejected out rightly in very first instance.
12. The Financial Bids through e-tendering of only those bidders shall be opened who will qualify in the pre-qualifying criteria.
13. **EARNEST MONEY DEPOSIT (EMD):** The Tender should be accompanied with Earnest Money as mentioned in the **Table-1 of SECTION- I** to be paid in the shape of Demand Draft from any Scheduled Bank in favor of the Director, Punjab Engineering College (Deemed to be University), Chandigarh which shall be valid for three months. No firm/ Tenderer will be exempted from submission of EMD. The EMD deposited by the tenderer in respect of another similar tender will not be considered against this tender. Apart from submission of original EMD in physical form, scanned copy of EMD duly attested and countersigned by the firms shall also be uploaded. The EMD of unsuccessful bidders will be refunded immediately after finalization/allotment of tender. No interest will be payable on the EMD. The EMD will be forfeited, if the tenderer withdraws his/her bid after submission of the Tender. Expression of Interest without the EMD shall not be considered. If EMD is not submitted / received as detailed above, tender will be rejected.
14. Separate financial bids and EMD is to be submitted for Equipment as per Table-1.
15. **TECHNICAL BID:** The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in SECTION III **“Technical Bid”** of this tender document.
16. Financial bid will be opened of only those bidders who qualify the technical bid criterion through e-tendering process.
17. **FINANCIAL BID:** The Financial Bid (**SECTION V**) shall be quoted by the bidder through e-tendering. The Financial Bid should contain rates taxes if applicable. The rates should be mentioned both in figures as well as in words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of Earnest Money Deposit, cancellation of tender and blacklisting of the firm.
18. The award of supply order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non-judicial stamp paper, all of which finally form contractual obligations to be adhered to /performed by the bidder and the non-performance of any of such obligations make the bidder liable for consequential effects i.e. EMD and Performance security forfeiting,

Blacklisting etc. The bid should not contain corrections or over writing.

19. The Successful bidder shall have to execute an agreement as per the timelines fixed by PEC, with the Director, Punjab Engineering College (Deemed to be University), on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred only) and provide the equipment(s) as per the specification of tender document and in case they fail to do so, the PEC shall be at liberty to forfeit the performance security deposit and/or EMD, and get the Equipment Provider black-listed.
20. Tender received through e-tendering shall be opened online by the Committee duly constituted by the authorities of Punjab Engineering College (Deemed to be University), as per schedule given in Tender Notice in the Computer Centre, Punjab Engineering College (Deemed to be University), Chandigarh. In the event of date of opening of Tender being declared a holiday, the due date of opening of the Tender will be the next working day at the same hours.
21. Tender is non-transferable.
22. The bidder shall submit the hard copy of e-tender along with forwarding letter (**Annexure-2.1 of SECTION - II**) duly signed by the authorized signatory.
23. The tenderer should indicate specifically the Basic Price, Taxes/Excise duty, other duties (if any), and levies chargeable. No additional information will be entertained after due date.
24. Downloading and submission of Tender will be done by E-tendering process through the websites of Chandigarh Administration and Punjab Engineering College (Deemed to be University) **<http://etenders.chd.nic.in> or www.pec.ac.in**

ANNEXTURE – 2.1

(Covering letter to be furnished by the Tenderer)

From

To

The Director
Punjab Engineering College (Deemed to be University)
Sector-12, Chandigarh

Subject: Submission of Tender for the work of Provision of Submersible Motor, 40Hp at Punjab Engineering College (Deemed to be University), Chandigarh.

Dear Sir,

With reference to your above-mentioned notice inviting e-tender, I/We hereby offer to provide-Submersible Motor, 40Hp in Civil Engineering Department, Punjab Engineering College (Deemed to be University), Chandigarh.

I/We shall supply the equipment truly and faithfully as set forth in the terms and conditions of the tender document. I/We shall be responsible for all complaints as regards to the quality of product and in case of any dispute; your decision shall be final and binding on me/us.

A Demand Draft No. _____ Dated _____ drawn on _____ intended for the prescribed amount of Rs. _____ (Rupees _____ only) in favor of Director, Punjab Engineering College (Deemed to be University), Chandigarh, payable at Chandigarh is enclosed as earnest money as desired.

I/WE shall have no claim to the refund of earnest money prescribed against this tender in the event of my/our non-compliance of the contract, provided such contract is implemented within the period of validity of my/our tender.

I/We further understand that my/our earnest money shall stand forfeited in case of unsatisfactory supply of equipments/service/violation of any term, or if I/We withdraw my/our tender at any stage during the period of validity. My/Our tender shall remain valid for a period of 90 days from the last date prescribed for submission of the tender against the above-mentioned notice. My/Our tender along with terms and conditions with relevant columns and annexure duly filled in under my/our attestation and with each page of the tender paper including the enclosed terms and conditions signed by me/us (in the capacity of sole owner/general or special attorney attached) is submitted for your favorable consideration.

I/We have read the terms and conditions carefully and have signed the same in token of our absolute and unqualified acceptance. My/Our tender constitutes a firm offer under the Indian Contract Act, 1872 and is open to an acceptance in whole/my/our offer, if accepted on the attached terms and conditions will constitute a legal binding of Contract Act 1872.

Thanking you,

Yours faithfully,

Place

Signatures

Date with stamp

& Full Address

SECTION III
TECHNICAL BID
SCHEDULE OF REQUIREMENT

Table -3 Schedule of requirement for SM (Submersible Motor, 40Hp)

S.No	Item	Quantity	Delivery Schedule	Bid Security
1.	Submersible Motor, 40Hp as per section IV	as per section IV	30 days	Rs. 8,000/-

PRE-QUALIFYING CRITERIA

Offer will be accepted/ uploaded in two covers under Details containing:

FIRST COVER TITLED as "Technical Bid" should contain the Self-attested scanned copies of following with consecutive Sr. No. :-

1. Name of the firm/organization & address and telephone/ Mob. No. / Fax. No. on letter pad of the company/firm.
2. Earnest money deposit (EMD) as mentioned in Point 14 of SECTION II of this tender document.
3. Self-attested copies of Income tax returns of last three years assessments.
4. Document showing experience of providing similar equipment(s) to reputed Institutes/Departments/Colleges/ research labs etc. in last three years and satisfactory performance certificate from such Institutions/Departments/College/ etc. (Annexure 2.3 SECTION II).
5. Details of previous equipments (Last three years) installed by you and will be available for inspection by our officials. (Annexure 2.4 SECTION II)
6. Self-attested copies of PAN/TAN Card.
7. Name, address, contact number, designation/capacity of person signing tender document.
8. Registration Certificate of the company issued by the competent authority
9. Affidavit of not being Black Listed (Affidavit as per Annexure 2.2 of SECTION II)
10. Individual signing the bid or other documents connected with the contract shall submit the proof of signing authority as under:
 - i. A sole proprietor of the firm or constituted attorney of the proprietor as per registration certificate.
11. The financial bid of only those bidders will be opened who qualify in a technical bid.
12. Covering letter (Annexure 2.1 of SECTION II)

NOTE: All the above mentioned documents should be duly in order and are essential to qualify at Technical Bid Stage.

SECTION IV

TECHNICAL SPECIFICATIONS AND DETAILS

Submersible Motor, 40Hp

S.NO	DESCRIPTION	
1	Submersible Motor, 40Hp With Complete accessory, and comprising of the following:	
	1.1	Submersible Motor (40HP), Make (Crompton Greaves, Lubi, Kalsi, Ratan, Oswal) , Pump Size 8"/10"/12' Flange type delivery 8" , Two Stage / Six Stage , Discharge 4000 to 5000 LPM, Head (10 m), Open Well size 26'x14'
	1.2	Qty. = 2
	1.2	Starter Star Delta panel Type with voltmeter + Amp. Meter
	1.3	Qty. = 2
	1.3	Cable Three core 16 sq. mm ISI Mark
	1.4	100mtrs.
1.4	Pipe 2" plastic (heavy duty)	
1.5	100'	
1.5	Bend 2" long plastic (heavy duty)	
1.6	Qty. = 10	
1.6	Submersible Motor, 40Hp with Complete accessory, Fitting and Installation of motor with pump fitting well of size 26'x14' as per our specification/ requirement up To Overhead Tank.(Flange type delivery 8"). The complete fitting of motor (with LABOUR) is required from Vendor side and material for the same shall be Provided by PEC Civil Engineering Department. (Note:- during the said job any kind of hydra, chain block is required in vender scope of supply.)	
	Qty = 2 Pump Set + Starter with Cable fitting	

SECTION V

FINANCIAL BID

For SM (Submersible Motor, 40Hp)

SECOND COVER TITLED AS “**FINANCIAL BID**” CONSISTS OF

Financial (Price) Bid for Submersible Motor, 40Hp (as per Section IV) to be supplied by the bidder in the Punjab Engineering College (Deemed to be University), Sector 12, and Chandigarh is as follows:

Tender Inviting Authority: Director, Punjab Engineering College (Deemed to be University), Chandigarh 160012

Equipment: Submersible Motor, 40Hp

Contract No: PEC/CED/

Bidder Name:

Table -4 Cost of requirement for Submersible Motor

S.No	Description	Qty /Unit	Rate per Unit to be entered by Bidder (Rs)	HSN Code	GST % (value In Rs)	Total (Rs)
1	Submersible motor 40 hp	02				
2	Starter Star Delta Electronic panel	02				
3	Cable 3 core 16sq mm ISI Marked	100mtrs.				
4	Pipe 2" Plastic (Heavy Duty)	100'				
5	Bend 2" Long Plastic (Heavy duty)	10 no's				
6	Submersible Motor , 40Hp with complete accessory , Fitting and installation of motor with pump fitting well of size 26'x14' as per our specification/requirement up to overhead Tank . (Flange type delivery 8"). The complete fitting of motor (with LABOUR) is required from Vendor side and material for the same shall be provided by PEC Civil Engineering Department.	2 Pump Set + Starter with cable fitting				
				TOTAL		

Total Quoted Price of All Items

Rs. In figures _____

Rs. In words _____ only)

Notes: In case of equal rates quoted by more than one bidder, priority will be given/ awarded to the bidder who has more experience and better performance. In this regard, decision of The Director PEC will be final.

SECTION VI

GENERAL TERMS AND CONDITIONS

1. Clarification of Bidding Documents; A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser.
2. Amendment of Bidding Documents; At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
3. Language of Bid; The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.
4. Period of Validity of Bids; Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
5. Opening of Bids by the Purchaser; The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at the time and date as mentioned in *Table2 – Time Schedule*- in the following location:

Civil Engineering Department,
Punjab Engineering College (Deemed to be University)
Sector 12 Chandigarh 160012

The Bidders' representatives/bidders who are present shall sign a register evidencing their attendance.

In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the same time and location on the next working day.

6. Warranty: The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- The warranty period shall be 12 months from date of acceptance of equipment(s)/machines, mountings, accessories and fittings and any other related spare/parts and equipments. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract.

- The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. "Upon receipt of such notice, the Supplier shall, within the period of 30 days and with all reasonable efforts, repair or

Replace the defective goods/equipment(s) or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

* The period of correction of defects in the warranty period is 30 days.

7. Payment: Payment for Goods and Services shall be made in Indian Rupees only as follows:

I. On Final Acceptance

- Payment shall be made in Indian Rupees only.☒
 - No advance payment will be made. Payment will be released after satisfactory receipt of equipment(s) goods/ material, demonstration/training and installation.
8. Documents comprising the Bids; The Bids prepared by the Tenderers shall comprise of following components:
- Bid to be furnished as per the format for technical specifications.☒
 - Bid prices should be quoted item wise excluding taxes duly signed and complete as per the format.
9. Cost of Tender: The tenderer shall bear all costs associated with the preparation and submission of its Bid, including the cost of presentation for the purpose of clarification of the bid, if so desired by the client and the client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process.
10. Any proprietary terms used in specifications may be quoted with equivalent specifications.
11. Others Terms and Conditions:
- An EMD/ bid security of equipment should be submitted for each item in form of DD in favor of the Director, Punjab Engineering College (Deemed to be University), Chandigarh. Tender without earnest money shall be considered Unresponsive and rejected.

- Delivery Period of the equipment shall be less than 60 days from the date of ² Supply order.²
- All legal disputes will be subject to Chandigarh Jurisdiction and will be interpreted under Indian Laws.²
- The Director, Punjab Engineering College (Deemed to be University), Chandigarh reserves to himself the right to reject any or all tenders without assigning any reasons.²
- The firm who has been blacklisted by Centre/State Govt/UT/Boards/Corporations/any Government authority/PEC University of Technology is not eligible for the Tender.²
- The penalty will be charged @ 0.5% of cost of the tender (total cost quoted by tenderer) per week after the expiry of delivery period, mentioned in t he purchase order if delivery date is extended by the purchaser.²
- All the rates will be FOR, Punjab Engineering College (Deemed to be University), Chandigarh.²
- The bidders shall not be allowed to change, alter or modify the bids after expiry of the deadlines for the receipts of bids.²
- The firm is entirely responsible for any damage or losses occurred to the material in the transit. The firm will lodge all complaints regarding the damage occurred in the transit and shall bear all expenses.
- If an agent bids on behalf of the Principal/OEM, the same agent shall not bid on behalf of another Principal/OEM in the same tender for the same item/ product.
- Situation in which bid security will stand forfeited if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form and in case of successful bidder, if the bidder fails to complete the project or to furnish performance security in accordance with the tender.
- Bids received after the due date will be rejected²

- Form 'D' will not be issued
- If price is quoted in foreign currency, the equivalent rupee price must also be indicated
- In case, any free gift scheme / cash scheme is launched by the company same will be Offered by the vender to Punjab Engineering College (Deemed to be University), Chandigarh free of cost.
- Generally the bid offer will be received /opened on the day as specified in the time schedule. If the scheduled date is declared as a holiday, then the tender shall be received / opened on the next working day at the same time.
- The institute has been exempted from custom duty in terms of Government Notification No.51/96-Customs Dated 23 July 1996 and Central Excise duty in terms of Government Notification No. 10/97-Customs Dated 01 March 1997 as amended from time to time.
- Tender validity should be 90 days from the opening of tender.

All the terms and Conditions of this tender document are acceptable to me /us.

Signature of Bidder

SECTION VII

CONTRACT FORM

(To be executed on Rs 100/- stamp paper)

AGREEMENT FOR the Provision of "Submersible Motor 40Hp Starter Star-Delta, Cable, Pipe, Bend, and Labour Work" in Punjab Engineering College (Deemed to be University), Sector – 12, Chandigarh.

This agreement has been made on this _____ day of _____ 2017 at Punjab Engineering College (Deemed to be University), Chandigarh between Director, Punjab Engineering College (Deemed to be University), Chandigarh, and M/s

_____ registered under the companies Act-1956 and having its registered office at

_____ (hereinafter referred to the supplier and expression shall include his/their respective heirs, executors, administrators and assignees), represented by Shri _____, S/o Sh.

_____ on the other part. And whereas the Director, Punjab Engineering College (Deemed to be University) has empanelled some agencies for providing Equipment(s) to Civil Engineering Department, as per the terms and conditions, specifications and general conditions of the Tender, as attached along with this agreement. And whereas the said terms and conditions, specifications as well as the scope of work to be done, as set out in the General Conditions of the Tender, have been accepted and signed by the supplier. And whereas the supplier has agreed to execute, upon and subject to the condition set forth herein, (herein referred to as the said conditions) the work shown in the General Conditions of the supplier.

And whereas the supplier had deposited a sum of Rs. _____ as security in the form of a Demand Draft or Banker Cheque order No. _____ dated _____ issued by

_____ in favor of the Director, Punjab Engineering College (Deemed to be University), Chandigarh as performance security deposit for the said equipment and has agreed that this be retained by the Director Punjab Engineering College (Deemed to be University), Chandigarh as security deposit.

Now therefore, it is hereby agreed as follows:

(a) In consideration of the payment to be made to the supplier, as hereinafter provided and agreed to by both the parties, the supplier shall upon and subject to the said condition execute and complete the contract.

(b) Director, Punjab Engineering College (Deemed to be University), Chandigarh, shall pay the supplier such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.

(c) The quality of performance related to the work is the essence of the contract and in the event of failure to perform as per term and conditions of the contract and to the satisfaction of the; the supplier shall be penalized as per provisions of the contract.

(d) The scope of work and prices schedule of quantities and conditions of tender shall form the basis of this contract and the decision of the Director, Punjab Engineering College (Deemed to be University) or arbitrator, in reference to all matters of dispute shall be final and binding on both parties.

(e) The said conditions of tender document and this agreement thereto shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and perform the agreement on their parts respectively in such conditions contained.

(f) The several parts of this contract have been read to us and fully understood by us. In witness whereof the parties hereto have set their respective hands the day and the year herein above written.

ARBITRATION

i). Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, before/after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute (PEC University of Technology) at the time of the dispute. The award given by the arbitrator so appointed shall be binding on the parties. It will not be open to the parties to challenge the jurisdiction of the arbitrator after the award has been made.

ii). If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns/withdraws for any reason from the position of arbitration, it shall be lawful for the Director of the Institute to appoint another to act as arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to precede de-novo. iii). It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.

iv). It is a term of the contract that the cost of arbitration shall be borne by the parties themselves.

v). Subject to the aforesaid provisions, the Conciliation and Arbitration Act, 1996 and the rules made there under and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

vi). All disputes arising out of or in any way connected with this agreement or arbitration shall be deemed to have arisen in Chandigarh and only courts in Chandigarh shall have jurisdiction to determine the same.

The
Punjab Engineering College (Deemed to be

Shri _____
M/S _____
(FOR & ON BEHALF OF THE Contractor)
In the presence of:
1. _____ 2. _____
(Witness) (Witness)

