

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

**E-tender document**

**For**

**Procurement of Digital Rotary Fatigue Testing Machine**

**in**

**Department of Mechanical Engineering**

## PUNJAB ENGINEERING COLLEGE, CHANDIGARH

SECTION	DESCRIPTION
<b>I</b>	INVITATION FOR E-TENDER
<b>II</b>	TERMS AND CONDITIONS OF CONTRACT (For Procurement of Digital Rotary Fatigue Testing Machine in Department of Mechanical Engineering Punjab Engineering College, Sector 12, Chandigarh)
<b>III</b>	SCHEDULE OF REQUIREMENTS (TECHNICAL BID)
<b>IV</b>	SPECIFICATIONS AND DETAILS
<b>V</b>	PRICE SCHEDULE (FINANCIAL BID)
<b>VI</b>	GENERAL TERMS AND CONDITIONS
<b>VII</b>	CONTRACT FORM (AGREEMENT) AND OTHER FORMS

**SECTION I: INVITATION FOR E - TENDER**  
**FOR PURCHASE OF DIGITAL ROTARY FATIGUE TESTING MACHINE**

1. The Punjab Engineering College, Chandigarh invites e-bids from eligible bidders for supply of the following items in separate bids.
  - a) **DIGITAL ROTARY FATIGUE TESTING MACHINE.**
2. Interested eligible Bidders may obtain further information from the Department of Mechanical Engineering of the Punjab Engineering College, Sector 12, Chandigarh 160012, India.
3. The bidding document is downloadable from institute website <http://www.pec.ac.in> and Chandigarh administration website i.e. <http://etenders.chd.nic.in>
4. All bids must be accompanied by a bid security (SECTION VII) as specified in the bid document 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' representatives who choose to attend on the specified date and time.

**TABLE – 1 EMD**

S No.	Name of the Equipment	EMD	Performance Security Deposit
1	<b>DIGITAL ROTARY FATIGUE TESTING MACHINE.</b>	20,000/-	5% of the Tender amount

NOTE:

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

**TABLE - 2 Time Schedule**

I	Date of publication	06-01-2020
II	Downloading of e-tender document	Start date: 06-01-2020 End date: 03-02-2020
III	Date of submission of e-tender	Start date: 06-01-2020 End date: 03-02-2020
IV	Physical submission of EMD and other necessary pre-qualification documents.	Start date: 06-01-2020 End date: 04-02-2020
V	Opening of Technical Bid (online) and meeting for scrutiny of technical bid and declaring eligible bidders.	Date: at 03:00 PM, 06-02-2020
VI	Opening of Financial Bid of only eligible technically qualified bidder determined by Committee.	To be informed after checking eligibility of Bidders
VII	Place of opening of bids	Department of Mechanical Engineering Punjab Engineering College, Sector 12, Chandigarh 160012
VIII	Address for communication	Head of the Department Department of Mechanical Engineering, Punjab Engineering College, 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 website of Chandigarh Administration and on the Punjab Engineering College i.e. <a href="http://etenders.chd.nic.in">http://etenders.chd.nic.in</a> or <a href="http://www.pec.ac.in">www.pec.ac.in</a> respectively.
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.
IV.	The undersigned reserves the rights to reject or accept any or all tenders without assigning any reasons.

**Professor and Head,**  
Department of Mechanical Engineering  
Punjab Engineering College, Sector-12,  
Chandigarh

## 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 <b>Table-1</b> of Section I in the shape of Demand draft/ Banker Cheque in favor of Director, Punjab Engineering College, payable at Chandigarh has been attached? If yes, DD/B.C No. _____ dated _____ and _____ name of the Bank	Yes/No
3.	Whether Income tax return (Self attested) of the last two assessment years attached?	Yes/No
4.	Whether Document showing experience of providing similar items in reputed institutes/Departments/College/ research labs etc. in INDIA in last three years and providing satisfactory performance certificate from such institutes/Departments/College/ research labs etc. is attached ( <b>Annexure 2.3 of SECTION II</b> ).	Yes/No
5.	Whether Document showing current details of similar equipment's being rendered which will be available for inspection by our officials. ( <b>Annexure 2.4 of SECTION II</b> )	Yes/No
6.	Do you agree to provide 120 days validity of tender as per point 4 of Section-VI?	Yes/No
7.	Whether attested photocopy of PAN/TAN Card/GST Number are attached?	Yes/No
8.	Whether name, address, contact number, designation/capacity of person signing tender document is attached?	Yes/No
9.	Do you comply the specification and details given in SECTION IV	
10.	Whether attested photocopy of Registration Certificate attached?	Yes/No
11.	Whether Affidavit of not being Black Listed has been attached? (Annexure 2.2 of SECTION II)	Yes/No
12.	Covering letter (Annexure 2.1 of SECTION II) is attached	Yes/No
13.	Do you agree to provide delivery period within 60 days as per Table No. 3 of Section-III ?	Yes/No
14.	Do you agree that no advance payment will be made by the Punjab Engineering College in view of condition No. 7 of SECTION-VI?	Yes/No
15.	Do you agree to provide the items F.O.R. Punjab Engineering College, Sector-12, Chandigarh?	Yes/No
16.	Copy of annual turnover during the last three financial years (2016-17. 2017-18, 2018-19.)	Yes/No

Place: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Dated: \_\_\_\_\_

Full Name of the Tenderer \_\_\_\_\_

Address: \_\_\_\_\_

**PUNJAB ENGINEERING COLLEGE, CHANDIGARH**  
**SECTION II**  
**TERMS AND CONDITIONS**

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 tenderer should indicate specifically the Basic Price, Taxes/Excise duty, GST, other duties (if any), and levies chargeable. No additional information will be entertained after due date.
3. The tenderers should give their quote in Indian currency only keeping in mind that our institute (i.e. Punjab Engineering College) 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.
4. 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/nicgep>. 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).
5. 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.
6. Bids will be opened online as per time schedule mentioned in e-tender notice (**SECTION I Table 2**).
7. 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 have been uploaded with the Bid, failing which their bids may be out-rightly rejected and will not be considered.
8. Head of the Department, Mechanical Engineering, Punjab Engineering College, Chandigarh will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
9. It will be mandatory for all the Bidders to upload all the documents mentioned under Tender document.
10. Bidder is 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.
11. The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
12. The conditional bids shall not be considered and may be rejected out rightly in very first instance.
13. The Financial Bids through e-tendering of only those bidders shall be opened who will qualify in the technical bid criteria.
14. The bidder must have an experience of providing similar equipment’s in reputed Institutes/Departments/College/ research labs etc. in India and having a minimum annual turnover of Rs 50 Lacs or above.
15. An affidavit as per specimen enclosed as Annexure – 2.2 of SECTION II should accompany the tender. The tenderer who has been black-listed or his/her tenders have even been cancelled or any legal proceedings have ever been initiated/pending or any penalty has ever been levied on account of delay or non-completion of supply order by any State/UT/Central Government, his/her tender will be out rightly rejected.
16. Downloading and submission of Tender will be done by E-tendering process through the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
17. **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 commercial Bank in favor of Director, Punjab Engineering College Chandigarh which shall be

valid for 90 days. 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 EMD in physical form, scanned copy of EMD duly attested and countersigned by the firms shall also be uploaded. The EMD of unsuccessful tenders 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.

18. Separate financial bids and EMD is to be submitted for Equipment as per Table-1.
19. 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.
20. FINANCIAL BID: The Financial Bid (SECTION V) shall be quoted by the bidder through e-tendering. The Financial Bid should contain rates only. 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.
21. The award of work 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.
22. The bid should not contain corrections or over writing.
23. The Successful bidder shall have to execute an agreement with the HOD Mechanical, Punjab Engineering College, on a non-judicial stamp paper of Rs.100/- (Rupees One Hundred Only) and provide the equipment as per the specification of tender document and in case they failed to do so, the HOD Mechanical shall be at liberty to forfeit the performance security deposit and/or EMD, and get the Equipment Provider black-listed.
24. Performance Security Deposit: The successful tenderer will have to deposit performance security 5% of the total value of tender awarded (Table -1 of SECTION I) within 30 days of issuance of letter of intent by the competent authority to be paid in the shape of Bank guaranty/Demand Draft from any commercial Bank in favor of Director, Punjab Engineering College Chandigarh and the security deposited in connection with any other similar tender will not be considered against this tender. The performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligations. Thereafter, the work order will be issued. If successful tenderer fails to submit the requisite performance security deposit within prescribed 30 days, Earnest Money Deposit (EMD) deposited by the tenderer will be forfeited and HOD Mechanical, Punjab Engineering College shall be at liberty to declare the equipment provider black listed.
25. Tender received through e-tendering shall be opened online by the Committee duly constituted by the authorities of Punjab Engineering College, as per schedule given in Tender Notice in the office of the HOD, Mechanical, Punjab Engineering College, 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.
26. Tender is nontransferable.
27. 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.
28. The HOD, Mechanical, Punjab Engineering College Chandigarh reserves the right to accept or reject any or all tenders without assigning any reason.

ANNEXTURE – 2.1

From

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**Subject: Submission of Tender for Procurement of Digital Rotary Fatigue Testing Machine for Mechanical Engineering Department**

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer to provide Digital Rotary Fatigue Testing Machine to Department of Mechanical Engineering, Punjab Engineering College, Chandigarh.

I/We shall supply the Equipment's 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; the decision of the HOD Mechanical, Punjab Engineering College, Chandigarh 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, 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 equipment's/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 120 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,

Place

Yours faithfully,

Signatures  
Date with stamp  
& Full Address

**ANNEXURE - 2.2**

(To be furnished on non-judicial stamp paper duly attested by the 1st Class Magistrate).

**AFFIDAVIT**

I/We/M/s \_\_\_\_\_ are registered Company/Ltd Company etc. as per Registration Certificate No. \_\_\_\_\_ issued by \_\_\_\_\_ having registered office at \_\_\_\_\_ and manufacturing/supply base at \_\_\_\_\_ do hereby declare and solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non-completion of work/service/supply order by any State/UT/Central Government or by any authority.

**Place :** \_\_\_\_\_

**DEPONENT**

**Dated :** \_\_\_\_\_

**Verification**

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

**Place :** \_\_\_\_\_

**DEPONENT**

**Dated :** \_\_\_\_\_

**ANNEXURE - 2.3**

**Details of previous similar equipment's installed in India  
(Attach self-attested photocopies of the work order and original certificate of satisfactory performance):**

S No.	Type of Equipment	Date of Installation	Name and Address of the Organization with reference letters	Value of the Equipment (In Rs.)	Name of the contact person & Mobile No.
1					
2					

**Place:**  
**Date:**

**SIGNATURE OF THE TENDERER  
with stamp**

**ANNEXURE - 2.4**

**Details of previous similar equipment's (Last three years) installed in India by you and which will be available for inspection by our officials  
(Attach self-attested photocopies of the work order and original certificate of satisfactory performance):**

S No.	Type of Equipment	Date of Installation	Name and Address of the Organization with reference letters	Value of the Equipment (In Rs.)	Name of the contact person & Mobile No.	Remarks
1						
2						

**Place:**

**Date:**

**SIGNATURE OF THE TENDERER  
with stamp**

**PUNJAB ENGINEERING COLLEGE, CHANDIGARH**

**SECTION III**

**SCHEDULE OF REQUIREMENTS**

**TABLE: 3 SCHEDULE OF REQUIREMENT**

Sr. No.	Brief Description	Quantity	Delivery including complete installation training etc.	Bid Security in Rupees
1	Digital Rotary Fatigue Testing Machine.	01	60 days	20,000/-

Offer will be 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 as mentioned in Point 17 of SECTION II of this tender document.
3. Self-attested copies of Income tax returns of last 3 assessment years.
4. Document showing experience of providing similar equipment's to reputed institutes/Departments/College/ 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 equipment's (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/GST number.
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**)
13. Annual turnover for the financial year 2016-17, 2017-18 and 2018-19, having minimum 50 lacs or above.

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

**PUNJAB ENGINEERING COLLEGE, CHANDIGARH**

**SECTION IV**

**TECHNICAL SPECIFICATIONS AND DETAILS**

**SPECIFICATIONS AND DETAILS**

<b><u>Digital Rotary Fatigue Testing Machine</u></b>		
<b>S. No.</b>	<b>Test Variables Requirement</b>	<b>Range/ Value</b>
1.	Bending moment	25-200 kgcm
2.	Different Range for Bending Moment required	25-125kgcm & 125-200kgcm
3.	Gripping diameter of specimen	4-20 mm
4.	Testing diameter of specimen	4-18 mm
5.	Rotating speed (Variable)	500-4000 rpm
6.	Accuracy of applied bending moment	±1% of indicated value
7.	Counter	8-digit digital counter
8.	Set of weights required	(50gm, 100gm, 200gm)–10each (500gm, 1Kg ) -6each, (10kg & 20 kg)- 1 each
9.	Power required	0.5 HP
10.	Main supply	440V, 3Phase, 50Hz
1. Supply of suitable matching voltage stabilizer.		
2. The machine should meet the requirements of IS 5075-1969.		

**Warranty:** - The supplier must warrant that the goods supplied under the contract are new, unused and the item being supplied has incorporated all recent improvements in design, materials as per specifications in this tender document. All Vendors (Manufacturers / Agents) must submit offers with **36 months warranty after installation** at Site (Punjab Engineering College).

**PUNJAB ENGINEERING COLLEGE, CHANDIGARH**

**SECTION V**

**FINANCIAL BID**

**DIGITAL ROTARY FATIGUE TESTING MACHINE**

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

Financial (Price) Bid for Digital Rotary Fatigue Testing Machine to be delivered by the bidder in the Department of Mechanical Engineering, Punjab Engineering College, Sector 12, Chandigarh is as follows:

		<b>Tender Inviting Authority : HOD Mechanical Engineering Department, Punjab Engineering College, Chandigarh</b>			
		<b>Nature of Work: Procurement and Installation of Digital Rotary Fatigue Testing Machine.</b>			
		<b>Contract No: PEC/MED/HOD/</b>			
		<b>Bidder Name :</b>			
S.No.	Description of Work	No. or Qty.	Unit	RATE in Figures to be entered by the bidder	
				Words	Amount Rs.
1	Machine Equipment				
1.1	Digital Rotary Fatigue Testing Machine. (Inclusive of all taxes, transportation installation etc.)	01			
1.2	GST				
Total in Words					

**Notes:**

1. 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 HOD Mechanical will be final.
2. Price should be exclusive of taxes/GST.
3. Bidder should give their quotes in INR keeping in mind that PEC Chandigarh is exempted from custom duty wide notification No. 51/96 dated 23.07.1996, from integrated taxes wide notification 47/2017 dated 14.11.2017, from central taxes and UT Taxes wide 45/2017 dated 14.11.2017, as amended time to time.

**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.

**1. 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.

**2. 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.

**3. Period of Validity of Bids**

Bids shall remain valid for 120 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.

**4. Opening of Bids by the Purchaser**

The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at 03:00 PM on 06-02-2020 at the following location:

Head, Mechanical Engineering Department  
Panjab Engineering College,  
Sector 12 Chandigarh 160012

The Bidders' representatives 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 appointed time and location on the next working day.

**5. 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 36 months from date of acceptance of machines, mountings, accessories and fittings and any other related spare/parts and equipment's. 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 speed, repair or replace the defective goods 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
- In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 36 months.”
- The period for correction of defects in the warranty period is 30 days.

## **6. Payment**

- Payment for Goods and Services shall be made in Indian Rupees only as follows:
  1. On Final Acceptance
  2. 100 percent of the Contract Price shall be paid on the Successful Installation, Training and Satisfactory performance and On Final Acceptance by the lab In charge and HOD Mechanical
- The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract.
- Payments shall be made promptly by the Purchaser but in no case later than 120 days after submission of the invoice or claim by the Supplier.
- Payment shall be made in Indian Rupees only.
- No advance payment will be made. Payment will be released after satisfactory receipt of 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.
- Technical literature for each product/service, covering full technical specifications.
- Bid prices should be quoted item wise excluding taxes duly signed and complete as per the format.
- Maximum educational discount as could be offered should be mentioned.

## **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. Others Terms and Conditions**

- An EMD/ bid security of equipment should be submitted for each item in form of DD in favour of Director Punjab Engineering College, Chandigarh. Tender without earnest money shall be considered unresponsive and rejected.
- A Performance security of 5% of the cost of the equipment will have to be deposited by the successful bidder awarded the supply order in form of Demand Draft (DD) or Bank Guarantee from a commercial bank which should be valid for 60 days beyond the completion of warranty including warranty obligations.
- Performance Security will be forfeited and credited to the institute (Punjab Engineering College) in the event the supplier does not honour the warranty and other terms and conditions of the tender.

- It may please be specified if the packing, insurance and sales Tax/Excise Duty etc. will be inclusive or extra of the prices quoted.
- Please quote delivery period also. It should be within 60 days from the date of supply order.
- Detailed Catalogue should be sent along with supply of equipment.
- All the manuals necessary for operating and servicing the equipment (including details of electronic circuits) will have to be provided along with the instrument.
- Bidders need to provide adequate training to the nominated persons of PEC, Chandigarh at their cost. PEC, Chandigarh will not bear any training expenditure.
- All legal disputes will be subject to Chandigarh Jurisdiction and will be interpreted under Indian Laws.
- The Director Punjab Engineering College reserves to himself the right to reject any or all tenders without assigning any reasons.
- The firm who has been blacklisted by Centre/State Govt/UT/Boards/Corporations/any government authority/ Punjab Engineering College are not eligible for the Tender.
- The penalty will be charged @ 0.5% of cost of equipment per week up till complet installation of the equipment, mentioned in the purchase order if delivery date is extended by the purchaser.
- **All the rates will be FOR, Punjab Engineering College, Chandigarh.**
- The institute being a premier Education and Research Institute funded by Chandigarh Administration, discounts as applicable to Research Institute/Educational Institutes may be provided in the Tender.
- The bidders shall not be allowed to change, alter or modify the bids after expiry of the deadlines for the receipts of bids.
- 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.
- In a tender, either Indian agent on behalf of the Principal/(Original Equipment Manufacturer) OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same tender for the same item/ product.
- 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.
- Bidder is not permitted to alter/modify their bids after the expiry of the deadline for receipt of the bid.
- 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 (SECTION VII), and in case of successful bidder, if the bidder fails to supply the equipment or to furnish performance security in accordance with the tender.
- Bids received after the due date will not be considered.
- The tenderer is required to bring their own testing and measurement instruments which are required for the installation, commissioning and testing. These can be taken back after completion of the process.
- Form 'D' will not be issued
- If price is quoted in foreign currency, the rupee equivalent 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, Chandigarh free of cost.

- Generally, the bid offer will be received /opened on the day as specified in the 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 agency shall arrange to provide demonstration/Training to the concerned lab staff regarding operation / maintenance of equipment free of cost.
- The institute has been exempted from custom duty in terms of Government Notification No. 51/96-Customs Dated 23 July 1996, exempted from Central Excise duty in terms of Government Notification No. 10/97-Customs Dated 01 March 1997, exempted from integrated taxes wide notification 47/2017 dated 14.11.2017, from central taxes and UT Taxes wide 45/2017 dated 14.11.2017, as amended time to time.
- A technical compliance chart of the quoted product mentioning technical specifications of quoted product verses asked specifications is compulsory. Attach the compliance chart with technical bid.
- The quoted model must have been supplied to reputed research organizations like IITs, NITs, ISRO, DRDO, CSIR, IISc or other reputed organization/institutes etc. List of users of the quoted model in India along with their names, telephone numbers and email addresses should be sent along with the quotation.
- Tender validity should be 120 days from the opening of tender.

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

Signature of Bidder

**PUNJAB ENGINEERING COLLEGE, CHANDIGARH**

**SECTION VII**

**CONTRACT FORM**

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

**AGREEMENT FOR Supply and installation of Digital Rotary Fatigue Testing Machine for HOD, Mechanical, Punjab Engineering College, Chandigarh.**

This agreement has been made on this \_\_\_\_\_ day of \_\_\_\_\_ -2014 at Punjab Engineering College, Chandigarh between HOD, Mechanical Engineering/representative authorized by HOD, Punjab Engineering College and M/s \_\_\_\_\_ registered under the companies Act-1956 and having it's 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 HOD/ representative authorized by HOD, Mechanical Engineering has empanelled some agencies for providing Equipment's to Mechanical Engineering 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 Director, Punjab Engineering College, Chandigarh as performance security deposit for the said work and has agreed that this be retained by the Director PEC 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) The HOD/ representative authorized by HOD, Mechanical 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 HOD/ representative authorized by HOD, Mechanical; 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 HOD Mechanical 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.

**ARIBITRATION**

- 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 (Punjab Engineering College) 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 thereunder 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.

HOD, Mechanical Engineering  
Punjab Engineering College  
Chandigarh

Shri \_\_\_\_\_  
M/S \_\_\_\_\_

\_\_\_\_\_  
(FOR & ON BEHALF OF THE Contractor)

In the presence of:

\_\_\_\_\_  
1.  
(Witness)

\_\_\_\_\_  
2.  
(Witness)

**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)

WHEREAS ..... (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....  
.....

Date.....20....

Address:.....

.....  
.....