

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



**E-tender document
For
AMC of Networking Components installed
at
Punjab Engineering College (Deemed to be University)**

PUNJAB ENGINEERING COLLEGE (DEEMED TO BE UNIVERSITY), CHANDIGARH

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SECTION I: INVITATION FOR E - TENDER

1. The Punjab Engineering College (Deemed to be University), Chandigarh invites e-bids from eligible bidders for AMC of Networking Components listed under Section III Table 3 for a period of three years from the OEM.
2. Interested eligible Bidders may obtain further information from Computer Centre, Punjab Engineering College (Deemed to be University), Sector 12, Chandigarh 160012, India.
3. The bidding document can be downloaded from institute website <http://www.pec.ac.in>
4. All bids must be accompanied by an EMD 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

S. No.	Name of the Work	EMD	Performance Security Deposit
1.	AMC of networking items mentioned under Section III Table 3	Rs. 2,25,000/-	@ 10% of the value of the contract

TABLE - 2 Time Schedule

I	Date of publication	11.08.2020
I	Downloading of e-tender document	Start date: 11.08.2020 End date: 25.08.2020
II	Date of submission of e-tender	Start date: 11.08.2020 End date: 25.08.2020
III	Physical submission of EMD	Start date: 11.08.2020 End date: 25.08.2020
IV	Opening of Technical Bid (online) and meeting for scrutiny of technical bid and declaring eligible bidders.	Date: 26.08.2020 at 10:30 AM
V	Opening of Financial Bid of only eligible technically qualified bidder as determined by the Committee.	To be informed after checking eligibility of Bidders
VI	Place of opening of bids	Computer Centre Punjab Engineering College (Deemed to be University), Sector 12, Chandigarh 160012
VIII	Address for communication	Head, Computer Centre 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 Chandigarh Administration website (http://etenders.chd.nic.in) or 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, Original affidavit as per Annexure 2.2 of Section II duly attested, 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.

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

CHECKLIST FOR TENDER DOCUMENT

S. No	Checklist (whether following documents have been attached)	Tick (Yes/No)
1.	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.	Earnest Money Deposit as mentioned in Table-1 of Section I in the shape of FDR/ Demand Draft/ Banker Cheque/ Bank Guarantee from any Commercial Bank in favor of Director, Punjab Engineering College (Deemed to be University) Chandigarh which shall be valid for 45 days beyond final bid validity period has been attached?	Yes/No
3.	Copies of audited financial statement of the last three financial years i.e. 2016-17, 2017-18 and 2018-19 having annual turnover of Rs. 5 crore or more attached?	Yes/No
4.	Document showing that the bidder should have one similar work/AMC/warranty Service of value not less than Rs. 50 Lacs or two similar work/AMC/Warranty of value not less than 30 lacs each during the last five years.	Yes/No
5.	Certificate of acceptance of terms & condition mentioned in Section II and Section V of Tender Document.	Yes/No
6.	Attested photocopies of PAN/TAN /GST Card.	Yes/No
7.	OEM authorization certificate as per point no. 'g' of PRE-QUALIFYING CRITERIA in Section III.	Yes/No
8.	Attested photocopy of Registration Certificate.	Yes/No
9.	Affidavit of not being black (Annexure 2.2 of SECTION II).	Yes/No
10.	Covering letter (Annexure 2.1 of SECTION II).	Yes/No

Place: _____

Signature of Tenderer_____

Dated: _____

Full Name of the Tenderer _____

Address: _____

PUNJAB ENGINEERING COLLEGE (DEEMED TO BE UNIVERSITY), CHANDIGARH
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. Only custom & excise 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/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).
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 have been uploaded with the bid, failing which their bids may be out-rightly rejected and will not be considered.
7. It is mandatory for all the bidders to upload all the documents duly signed and stamped mentioned under tender document as a token of acceptance.
8. Bidder is required to upload scanned copy of EMD as specified in the tender documents and send original along with original affidavit as per annexure 2.2 of section II duly attested and other hard copies of desired documents to be sent in technical bid envelope.
9. The details of EMD and tender cost specified in the tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
10. The conditional bids shall not be considered and may be rejected out rightly in very first instance.
11. The financial bids through e-tendering of only those bidders shall be opened who will qualify in the technical bid criteria.
12. 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 ever 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.

13. Downloading and submission of Tender will be done by E-tendering process through the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
14. **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 FDR/Demand Draft/Banker Cheque/Bank Guarantee from any commercial Bank in favor of Director, Punjab Engineering College (Deemed to be University) Chandigarh which shall be valid for 45 days beyond final bid validity period. 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. Bids without the EMD shall be rejected.
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 in the technical bid criteria 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 only. The rates should be mentioned both in figures as well as in words in Indian rupees. 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 bid should not contain corrections or over writing.
19. **Performance Security Deposit:** The successful tenderer will have to deposit performance security @10% of the total value of tender awarded (Table -1 of SECTION I) within 15 days of issuance of letter of intent by the competent authority to be paid in the shape of Fixed Deposit Receipt or Bank Guaranty, from any commercial bank in favour of Director, Punjab Engineering College (Deemed to be University) Chandigarh which shall remain valid for a period of 60 days beyond the completion of warranty/contract period and the security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the work order will be issued. If successful tenderer fails to submit the requisite performance security deposit within prescribed 15 days, earnest money deposit (EMD) deposited by the tenderer will be forfeited.
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 office of the Head, 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 nontransferable.
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 Director, Punjab Engineering College (Deemed to be University) Chandigarh reserves the right to accept or reject any or all tenders without assigning any reason.

ANNEXTURE – 2.1

From

Subject: Submission of Tender for AMC of Networking Components

Dear Sir,

With reference to your above-mentioned notice inviting tenders, I/We hereby offer for AMC of Networking Components listed under section –III table 3 of tender document at Punjab Engineering College (Deemed to be University), 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 Director, Punjab Engineering College (Deemed to be University), Chandigarh shall be final and binding on me/us.

A FDR 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 / performance security 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.

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/Notary).

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: _____

SECTION III
SCHEDULE OF REQUIREMENTS
“Technical Bid”

1. LIST OF COMPONENTS

TABLE 3

S. No.	Make	Part No.	Device Serial No.
1	CISCO	C6807-XL	FGE20400W1R
2	CISCO	C6807-XL	FGE20400W1J
3	CISCO	WS-C2960X-24PD-L	FCW2039A2UY
4	CISCO	WS-C2960X-24PD-L	FCW2039A2RX
5	CISCO	WS-C2960X-24PD-L	FCW2039A2VL
6	CISCO	WS-C2960X-24PD-L	FCW2039A2VZ
7	CISCO	WS-C2960X-24PD-L	FCW2039A2W0
8	CISCO	WS-C2960X-24PD-L	FOC2039V0CT
9	CISCO	WS-C2960X-24PD-L	FCW2039A2W1
10	CISCO	WS-C2960X-24PD-L	FCW2039A2VF
11	CISCO	WS-C2960X-24PD-L	FCW2039A2RW
12	CISCO	WS-C2960X-24PD-L	FCW2039A2RH
13	CISCO	WS-C2960X-24PD-L	FOC2039S0G4
14	CISCO	WS-C2960X-24PD-L	FCW2039A2T8
15	CISCO	WS-C2960X-24PD-L	FCW2039A2VC
16	CISCO	WS-C2960X-24PD-L	FCW2039A2T6
17	CISCO	WS-C2960X-24PD-L	FCW2039A2VH
18	CISCO	WS-C2960X-24PD-L	FCW2039A2VJ
19	CISCO	WS-C2960X-24PD-L	FCW2039A2WA
20	CISCO	WS-C2960X-24PD-L	FCW2039A2V8
21	CISCO	WS-C2960X-24PD-L	FCW231A3QN
22	CISCO	WS-C2960X-24PD-L	FCW2039A2ST
23	CISCO	WS-C2960X-24PD-L	FCW2039A2WL
24	CISCO	WS-C2960X-24PD-L	FCW2039A2VG
25	CISCO	WS-C2960X-24PD-L	FCW2039A2V4
26	CISCO	WS-C2960X-24PD-L	FCW2013B0NG
27	CISCO	WS-C2960X-24PD-L	FOC2050S0RT
28	CISCO	WS-C2960X-24PD-L	FCW2039A2VM
29	CISCO	WS-C2960X-24PD-L	FCW2039A2RC
30	CISCO	WS-C2960X-24PD-L	FCW2039A2RE
31	CISCO	WS-C2960X-24PD-L	FCW2141B464
32	CISCO	WS-C2960X-24PD-L	FOC2139S010
33	CISCO	WS-C2960X-24PD-L	FCW2051A55G
34	CISCO	AIR-AP1572EAC-D-K9	FGL2112E06P
35	CISCO	AIR-AP1572EAC-D-K9	FGL2112E06L
36	CISCO	AIR-AP1572EAC-D-K9	FGL2112E06J
37	CISCO	AIR-AP1572EAC-D-K9	FGL2112E06K
38	CISCO	AIR-AP1572EAC-D-K9	FGL2112E06N

S. No.	Make	Part No.	Device Serial No.
39	CISCO	AIR-AP1572EAC-D-K9	FGL2112E06M
40	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BA
41	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AL
42	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BC
43	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B2
44	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B0
45	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AQ
46	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AN
47	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AH
48	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AW
49	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AR
50	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AK
51	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AJ
52	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B1
53	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BT
54	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BQ
55	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B7
56	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AX
57	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BR
58	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B9
59	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AY
60	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BN
61	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BG
62	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BH
63	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AZ
64	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AU
65	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AP
66	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BF
67	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B5
68	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AT
69	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AS
70	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BE
71	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BL
72	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B8
73	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B4
74	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B3
75	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BB
76	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BP
77	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BM
78	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BK
79	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BJ
80	CISCO	AIR-CAP3702I-D-K9	FGL2112A5AV
81	CISCO	AIR-CAP3702I-D-K9	FGL2112A5BS
82	CISCO	AIR-CAP3702I-D-K9	FGL2112A5B6

2. PRE-QUALIFYING CRITERIA

- a) Name of the firm/organization & address Contact person name and telephone/ Mob. No./Fax. No./ on letter pad of the company/firm.
- b) Earnest money deposit as mentioned in Point 14 of SECTION II of this tender document.
- c) Bidder should have a turnover of at least Rs. 5 Crore in each of last three Financial Years i.e. 2015-16,2016-17,2017-18 & 2018-19. Audited copies of Financial Statement shall be submitted as proof.
- d) The bidder should have one similar work/AMC/warranty Service of value not less than Rs. 50 Lacs or two similar work/AMC/Warranty of value not less than 30 lacs each during the last five years.
- e) Self-attested copies of PAN/TAN Card / GST No.
- f) Certificate of acceptance of terms & condition mentioned in Section II and Section V of Tender Document.
- g) Bidder should be the OEM or an Authorized System Integrator of OEM and shall submit a letter of from the OEM for this specific tender.
- h) Registration Certificate of the company issued by the competent authority
- i) Affidavit of not being Black Listed (Affidavit as per **Annexure 2.2 of SECTION II**)
- j) 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.

PUNJAB ENGINEERING COLLEGE (DEEMED TO BE UNIVERSITY), CHANDIGARH

SECTION IV

FINANCIAL BID

SECOND COVER TITLED AS “FINANCIAL BID” CONSIST OF

Financial (Price) Bid for **AMC of Networking Components** to be provided by the bidder in the Punjab Engineering College (Deemed to be University), Sector 12, is to be submitted online in excel sheet provided.

S. No.	Name of the Equipment	Quantity	Rate in RS. excluding GST	Total
1	AMC (For 3 Years) of Networking Components mentioned under Section III Table 3	1		

Notes:

1. Rate should be quoted in Indian Rupees only exclusive of all Taxes/Levies as per Indian law.
2. The institute is registered with the Department of Scientific & Industrial Research (DSIR) for purpose of availing custom duty exemption in terms of Govt. Notification no. 51/96-Customs dated 23.07.1996 and Central Excise Duty Exemption in terms of Govt. notification no. 10/97- Central Excise dated 01-03-1997as amended from time to time.

SECTION V

GENERAL TERMS AND CONDITIONS

1. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the PEC in writing or by telex or cable or fax at the PEC's mailing address indicated in the Invitation for Bids. The PEC 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 PEC.

2. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the PEC 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 PEC, 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 PEC, 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 120 days after the deadline for submission of bids prescribed by the PEC. A bid valid for a shorter period shall be rejected by the PEC as non-responsive.

5. Opening of Bids by the PEC

The PEC will open all bids, in the presence of Bidders' representatives who choose to attend on 26.08.2020 at 10:30 AM at the following location:

Head, Computer Centre
Punjab Engineering College (Deemed to be University),
Sector 12, Chandigarh 160012

The Bidders' representatives who are present shall sign a register evidencing their attendance. 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 and venue.

6. AMC Period

The AMC should be provided for three years from **date of award of contract** by the OEM. Bidder should provide declaration/contract from OEM regarding back to back agreement once order is awarded.

Ticketing software has to be provided from day 1 for logging issues and tracking issues during the maintenance period of the project. It should be able to track daily, weekly, monthly progress and should be able to generate reports.

7. Payment

- Payment for Services shall be made in Indian Rupees only as follows:
 1. On Final Acceptance
 2. 100 percent after providing the copy of back to back contract from OEM

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 as per format provided in excel sheet only 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 PEC and the PEC 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 in physical form in the shape of FDR/Demand Draft/Banker Cheque/Bank Guarantee from any commercial Bank in favor of Director, Punjab Engineering College (Deemed to be University), Chandigarh which shall be valid for 45 days beyond final bid validity period. Tender without earnest money shall be considered unresponsive and rejected.
- A Performance security of 10% of the cost of the equipment will have to be deposited by the successful bidder awarded the supply order in form of Fixed Deposited Receipt or Bank Guarantee from a commercial bank which should be valid for 60 days beyond the completion of warranty/contract period.
- Performance Security will be forfeited and credited to the institute (Punjab Engineering College (Deemed to be University), Chandigarh) in the event the supplier does not honour the warranty/contract and other terms and conditions of the tender.
- All legal disputes will be subject to Chandigarh Jurisdiction and will be interpreted under Indian Laws.
- The Director Punjab Engineering College (Deemed to be University) 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 (Deemed to be University) are not eligible for the Tender.
- The AMC contract is done within 30 days from date of purchase order.
- The penalty will be charged @ 0.5% of cost of equipment per week after the expiry of delivery period, mentioned in the purchase order if delivery date is extended by the PEC.
- **All the rates will be FOR, Punjab Engineering College (Deemed to be University), Chandigarh.**
- 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.
- Situation in which EMD/Performance 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 provide AMC or to furnish performance security in accordance with the tender.
- 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 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 staff regarding operation / maintenance of equipment free of cost.
- The institute has been exempted from custom and central excise duty.
- 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

PERFORMANCE SECURITY FORM

(on Non-Judicial Paper)

BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

To

The President of India, through the Director
Punjab Engineering College
(Deemed to be University),
Sector-12, Chandigarh-160012

Dear Sir,

Sub: _____

1. You, on behalf of President of India, have entered into a contract with reference No. _____ with _____ (herewith after referred to "as the contractor") for the development, fabrication and supply of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the Contractor has undertaken to produce a Bank Guarantee for Rs _____ being 10% of (Rs _____) of the total value of the said stores supplied to you for the due fulfilment of its obligations to the President of India for due performance as per the contract during warranty period.
3. In consideration thereof, we happily expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the contractor that in the event that the President of India submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on the written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs. _____ (Rupees. _____). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise the same in any manner at any time and either to forbear or to enforce any covenant continued or implied in the said contract or any other course remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other indulgence shown by you or by any other matter or thing whatsoever which

under law would, but for this provision, have the effect of relieving our bank from its obligation under this guarantee.

5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. _____ (Rupees. _____) and the guarantee shall remain in force upto and including the _____ day of being reported to us by you returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be prescribed and we shall be discharge from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitutions of our Bank or of the contractor or for any other reason whatsoever.

We _____, lastly undertake not to revoke this guarantee during its currency except with the prior consent from your office in writing.

Not with standing anything contained herein:

- i. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees. _____).
- ii. This Bank Guarantee shall be valid upto _____.
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

This Bank Guarantee shall be returned to our Name of the Bank Branch at _____ Office Address, once the purpose of the issuance has been fulfilled or upon expiry of this guarantee whichever is earlier. Even return of Original Bank Guarantee is essential for invoking the guarantee with specific request letter from the beneficiary.

Wittness: _____, Signature _____

Wittness: _____, Signature _____

For _____ Bank

For _____ Bank

Authorized Signatory

Authorized Signatory

