

## Tender Document



**PONDICHERRY UNIVERSITY**  
(A Central University)

**(R.V.NAGAR, KALAPET, PUDUCHERRY – 605 014)**

### SCHEDULE OF TERMS & CONDITIONS

Sub: Supply of Major and Minor Scientific Equipments under DST-TSG grant - Reg.

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#### Schedule of Requirements

**Sealed tenders** are invited under **two bid systems** for supply of Major and Minor Scientific Equipments under Department of Science and Technology (**DST-TSG**) grant to **Dr. A. Vadivel Murugan, Reader**, Centre for Nanoscience and Technology, Pondicherry University. **The last date for the submission of tender is 14<sup>th</sup> December 2012, 03.00 PM** The technical details and specifications given below: -

#### Specifications & Allied Technical Details

<b>I.</b>	<b>Major Equipment (Imported)</b>	
Sl. No.	Name of the Equipment with technical specifications	Quantity
1.	<b><u>Microwave Assisted Synthesis Reaction System</u></b>  <b>[1] Specifications of Microwave Oven:</b> <ul style="list-style-type: none"><li>➤ Should have installed power of 1700 watts or greater.</li><li>➤ Must have a microwave power output of atleast 1500 watts or greater, delivered from two (2) magnetrons for homogeneous heating to ensure homogeneous product yields.</li><li>➤ Microwave system must deliver unpulsed Microwave energy output over the whole power range of 1500 Watts or greater for precise reaction control.</li><li>➤ Cavity volume must be more than 60 Liter to accommodate various accessories.</li><li>➤ Should have facility for upgradation to gas loading device to carry out reactions under inert or reactant gas atmosphere (individual for each vessel), pressures of upto 20 bar should be applied to each vessel prior to reaction.</li><li>➤ System must have built-in high performance vessel cooling system. The airflow must be variable and controlled by system software.</li></ul>	01

	<ul style="list-style-type: none"> <li>➤ To ensure user safety during handling, vessels must be cooled inside the oven. Removal of hot, pressurized vessels and the use of external cooling devices like water baths is not acceptable.</li> <li>➤ System must have built –in touch screen control and graphic display for all routine operations. It should have possibility of connection with an external PC to view the process.</li> <li>➤ Should have possibility to store, modify and recall custom programmes for process runs.</li> <li>➤ System should also have provision for in-built pressure filtration.</li> </ul> <p><b>[2] Multi mode Rotor system</b></p> <ul style="list-style-type: none"> <li>➤ System must be capable of processing 8 or more reaction vessels simultaneously.</li> <li>➤ Should have provision for magnetic stirrer in each vessel position.</li> </ul> <p><b>[3] Sensor System</b></p> <ul style="list-style-type: none"> <li>➤ Should have active pressure measurement and display for all the vessel positions in the multi mode system. Numerical and graphical read-out of the pressure maxima from all vessels should be displayed and recorded.</li> <li>➤ Should have provision for immersion temperature sensor for Temperature with wireless transmission of data to system electronics. It should not require connection of any cables from the sensor to the system.</li> <li>➤ Should have IR temperature sensor for remote/non-invasive measurement of temperature.</li> <li>➤ Should have provision to allow for re-calibration of the temperature sensors by the operator.</li> <li>➤ There should not be any electronic plugs/sockets inside the oven cavity, to prevent corrosion.</li> </ul> <p><b>[4] Reaction Vessel Specifications</b></p> <ul style="list-style-type: none"> <li>➤ Vessel should be 80 mL or more volume capacity</li> <li>➤ Vessel should be <b>Quartz</b> Material</li> <li>➤ Vessel Operating pressure should be 80 bar (1160 psi) or more</li> </ul>	
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- Maximum Vessel Operation Temperature should be 300 deg C or more
- Maximum design Pressure should be 120 bar(1740psi) or more
- Maximum design Pressure should be 300 deg C or more
- **Maximum temperature and pressure specifications must be available at the same time.**
- All vessels should have simple hand tightening closure. No special tools must be required to close the vessels.
- Reaction vessel must have reliable safety provision for overpressure
- Protection. Operation via self venting is not acceptable to prevent contamination and escape of gases.
- Reaction vessel must be vent able prior to removal and opening of the rotor to prevent chemical and pressure hazards.
- Each pressure vessels must be individually tested & deliverance with pressure test certificate.

**Additional Reaction Vessel (Optional):**

- It should be made up of Teflon (PTFE) with ceramic pressure jacket with 80 mL capacity or more.
- Working temperature should be 250°C or more
- Maximum Operation pressure should be 60 bar (870 psi) or more

**[6] Safety Features**

- System must have (magnetically) resealing safety door for safe release of overpressure.
- Should have software safeguards for rotor identification and over-pressure settings.
- Should have adequate protection for magnetron protection from reflected energy.
- The systems should be upgradable to Microwave Assisted UV lamps – these should be wireless lamps that are microwave activated and provide in-situ UV exposure.

## II. Minor Equipments (Imported & Indigenous)

Sl. No.	Name of the Equipment	Quantity
2.	<p data-bbox="337 306 1170 373"><b>Compact Vacuum Oven (Imported) with Direct Drive Rotary Vacuum Pump or Dry vacuum pump</b></p> <p data-bbox="305 415 1219 483">Note: Please quote both Imported as well as Indigenous vacuum pumps for above Vacuum Oven with compatible</p> <p data-bbox="305 562 841 590"><b><u>SPECIFICATION FOR VACUUM OVEN</u></b></p> <ul data-bbox="354 632 1247 1829" style="list-style-type: none"> <li>• Working Temperature               <ul style="list-style-type: none"> <li>➤ Should be from Room Temperature to 250°C</li> </ul> </li> <li>• Vacuum Level should be               <ul style="list-style-type: none"> <li>➤ &lt; 133 pa ( 0.99 Torr ) by mechanical pump</li> <li>➤ Vacuum level displayed on gauges from 0 to 30" Hg.</li> <li>➤ Vacuum Leaking: &lt; 100 m-torr per day</li> </ul> </li> <li>• Vacuum Fittings should be KF-25 flange.</li> <li>• Inner Chamber size should be 300 mm x 300 mm x 275 mm ( 12 x 12 x 11", 25 Litter )</li> <li>• Radiant warm wall heating system provides optimal uniformity and conserves chamber space for drying, curing, vacuum embedding.</li> <li>• 3" (7.6 cm) glass wool insulation prevents heat loss from working chamber.</li> <li>• Silicone door gasket and positive latch door maintain seal at all vacuum levels.</li> <li>• Exclusive polycarbonate safety shield protects door glass.</li> <li>• 28 segments programmable digital temperature controller with +/-1.5°C accuracy</li> <li>• Maximum Heating Rate: 4~6 °C/min</li> </ul>	01

- Vacuum fittings require 0.25" (6.35 mm) I.D. tubing.
- Easy-to-clean #304 stainless steel chamber interior.
- 2 stainless steel shelves were included for immediate use.
- Vacuum and air lines constructed with corrosion-resistant stainless steel tubing for optimum chamber cleanliness and long term performance.
- **CE certificated**

**VACUUM PUMPS SPECIFICATIONS:**

**(i) Direct Drive Rotary Vane Pump (Indigenous) Should be:**

- Direct drive
- Air cooled.
- Less oil charge.
- Compact and rugged.
- Light weight.
- Gas ballast.
- Less noise and vibration.
- Built in anti-suck back facility.

**Specifications:**

- Free air displacement capacity: 100 lit/min (6 m<sup>3</sup>/hr)
- Ultimate vacuum at the intake with Macleod Gauge (With Gas ballast Closed): 1x10<sup>-3</sup>mb.
- Vacuum with gas ballast open: 5x10<sup>-2</sup>mb.
- Vacuum connection: KF-25
- Exhaust port: KF-25
- Motor Power: 0.5HP, Single Phase (230V/AC 50 Hz)
- Cooling: Forced air cooling.
- Pump rotation speed: 1440 rpm.
- Oil temperature: 55<sup>0</sup> C. after 7 hours.
- No. of stages: 2.

	<ul style="list-style-type: none"> <li>➤ Oil Capacity: 0.75 lit</li> <li>➤ Seal material: Viton</li> </ul> <p><b>(ii) Dry vacuum pump, 220/230VAC, 50/60HZ (Imported)</b></p> <p><b>Specifications:</b></p> <ul style="list-style-type: none"> <li>▪ Pumping speed 60 Hz: 35 l/m, 2.1 m<sup>3</sup>/hr, 1.2 cfm</li> <li>▪ 50 Hz: 30 l/m, 1.8 m<sup>3</sup>/hr, 1.1 cfm</li> <li>▪ Ultimate pressure 7.5 x 10<sup>-1</sup> Torr (1.0 mbar)</li> <li>▪ Maximum inlet pressure 1 atmosphere (0 psig)</li> <li>▪ Maximum outlet pressure 1.4 atmospheres (6.5 psig)</li> <li>▪ Inlet connection NW16 flange</li> <li>▪ Exhaust connection.” Female NPT (10 mm hose barb provided)</li> <li>▪ Gas ballast 1/8” Female NPT (shipped with gas ballast port plug installed; 20 micron sintered filter provided)</li> <li>▪ Weight Pump only: 9.5 kg (21 lbs.)</li> <li>▪ Shipping weight: 10.5 kg (23 lbs.)</li> <li>▪ Leak rate &lt;1 x 10<sup>-6</sup> std-cc/sec helium</li> <li>▪ Certification Conforms with CE, CSA, CSA/CUS, Semi S2-703, and RoHS</li> </ul>	
3.	<p><b>SPECIFICATION FOR TUBE FURNACE</b></p> <ul style="list-style-type: none"> <li>• Working Temperature <ul style="list-style-type: none"> <li>➤ Max. Temperature: 1200 °C (&lt; 1 hour)</li> <li>➤ Continuous working temperature: 1100 °C</li> <li>➤ Max. Heating Rate: 20°C /min</li> </ul> </li> <li>• Heating Zone <ul style="list-style-type: none"> <li>➤ Heating Zone Length: 8" (200mm)</li> <li>➤ Constant Temperature Zone: 2.3" (60mm)</li> </ul> </li> <li>• Processing Tube size: 2" quartz tube (50mm O.D x 43mm I.D x 450mm L)</li> </ul>	01

	<ul style="list-style-type: none"> <li>• Temperature controller <ul style="list-style-type: none"> <li>➤ PID automatic control and auto-tune function.</li> <li>➤ 30 programmable segments for precise process</li> <li>➤ Built in protection for over-heated and broken Thermal couple.</li> <li>➤ Temperature Accuracy: +/- 1 °C</li> <li>➤ K type thermal couple</li> </ul> </li> <li>• Heating Element should be Fe-Cr-Al Alloy doped by Mo</li> <li>• Vacuum flange <ul style="list-style-type: none"> <li>➤ Two stainless steel flanges with vacuum gauge and valves</li> <li>➤ 2“flange default 1/4" tube feed-through port to insert 1/4 thermal couple</li> <li>➤ 1" flange has no thermal couple insert</li> </ul> </li> <li>• Dimension should be 340mm×300mm×400mm ( W x L x H)</li> <li>• Power 1200W and Voltage 220V.</li> <li>• <b>CE certified</b></li> </ul>	
4.	<p><b>Digital Electronic Balance</b></p> <ul style="list-style-type: none"> <li>• Capacity should be 42 / 120 g</li> <li>• Readability: 0.01 / 0.1 mg</li> <li>• Settling time: 4 / 8 second</li> <li>• Pan size: 80 mm and above</li> <li>• Weighing Pan size : 80 mm diameter or more</li> <li>• Calibration: Internal / Built-in</li> <li>• Display: LCD/Graphical</li> <li>• Operating ambient Temp: 10 to 40 Deg.C</li> <li>• Electrical details: Volts: 12V DC/220V, 50-60Hz</li> <li>• Balance dimension (L×W×H): 358x247x331 mm</li> </ul> <p>Only those manufactured by reputed companies with ISO certification and supplied to Pondicherry University or to other Government educational institutions in Pondicherry need to quote. All others who quote should demonstrate working of their balance to our satisfaction at our premises.</p>	01

## TERMS AND CONDITIONS

### I. General Information: -

1. Last date and time of receipt of the Tenders: **14.12.2012, 3.00 PM**
2. Date & Time of opening of Department-wise Tender: **14.12.2012, 3.30 PM**

3. Tender Document fee and EMD rates: -

S. No.	Equipments	Tender Document fee	E.M.D.
I.	For Major Scientific Equipments	Rs.500/-	2.5% of the quoted price
2.	For Minor Equipments	Rs.100/-	NIL

4. Department/Programme-wise separate bids should be submitted.
5. For all the Equipments, **two bid systems** has to be strictly followed. (one for Technical bid and another for commercial bid to be submitted in separate covers)
6. However, the tender document fee and EMD as specified above should be remitted by each firm / bidder, collectively for all their bids advertised under this tender.
7. **Quoting merely the lowest price does not confer any right to any bidder for award of supply order. The University's Purchase Committee, reserves the right to select the equipment any bid under the grounds of specification compliance, technologically advanced quality, proven performance track record, brand reputation, service backup support, additional warranty, offer of additional / special features, Compatibility with the existing System, Training, etc.**
8. The Tender Document Fee and EMD should be submitted in a separate cover superscribing **Bank Demand Draft** and which should be enclosed with the technical bid (**This clause is applicable only for major equipment**).
9. The Photo Copies of the Bank Instruments on payment of EMD should be attached with each bidding covers.
10. The tender / quotation must be submitted along with the stipulated tender document fee and EMD in the sealed cover, super-scribing the name of the Department / Centre for whose equipments the tender is quoted for.
11. The cover should also contain the information like, Name of the Equipment and Serial Number of Equipments for which the bids are submitted. The name and address of the bidder should also be mentioned at the from address space.
12. The tenders should be addressed to the Registrar, Pondicherry University. The examples for super-scribing the envelopes of the different categories of tenders are given below: -



Tender submitted under two bid /single bid system for the Centre for Nanoscience and Technology, DST-SERB funded Project to Dr. A. Vadivel Murugan, Reader

Name of the Equipment:.....

To

The Registrar,  
Pondicherry University,  
R. V. Nagar, Kalapet,  
Puducherry- 605 014

From  
Supplier's Address

In case of local delivery, all tenders are to be dropped in the tender box placed at the Information Facilitation Counter, Bharat Ratna Dr. B. R. Ambedkar Administrative Block, Pondicherry University, R.V. Nagar, Kalapet, Puducherry – 605 014.

Quotations will not be accepted through fax / e-mail.

## II. Common Conditions (Import or Indigenous)

### 1. *Purchase of Quotation Document:*

The Quotation / Tender document can be downloaded from the University website **www.pondiuni.edu.in** or procured from the Pondicherry University on payment of fee as specified above, by means of a D.D, drawn in favor of **The Finance Officer, Pondicherry University, payable at Puducherry**. The downloaded application should be accompanied with the quotation document fee, in the form of a Demand Draft.

### 2. *Price Schedule*

The rates should be quoted for a single unit and also for the total quantity required by the University. The price should include the delivery, installation, training charges, etc. at the respective Department, Pondicherry University. The prices quoted shall remain firm until the equipment is supplied to the respective Department, Pondicherry University.

### 3. *Quoting the Core price & Tax, Duties, Discount etc.*

The taxes / duties / discounts, if applicable, are to be explicitly and separately shown in the bid.

### 4. *Eligibility:*

The firm must have the requisite domain expertise with regard to supply, installation and post sale service of the items they are quoting. The firm should have been in existence for at least six years as on the date of this quotation and must have executed at least three orders for this kind of equipment during the last three years.

### 5. *Duty Exemption*

The University has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), India, vide their Notification No.10/97 dt. 01-03-1997 and 51/96 dated 23.07.96 respectively, in respect of

- a) Scientific and technical instruments, apparatus, equipment, Software including computers.
  - b) Accessories and spare parts of goods specified in (a) above and consumables.
  - c) Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, microchips etc.
  - d) Prototypes.
- Customs duties at Indian port, if any, will be to the account of the University.

#### **6. WARRANTY:**

- i). The equipments covered under the purchase order, when installed, shall be warranted for the quality, workmanship, trouble free operation and performance for a period of at least 36 months from the date of putting the system into operation at the Centre for Nanoscience and Technology, Pondicherry University, or at least 42 months from the date of receipt of the last lot of the consignment in India.
- ii) If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges including shipping cost both ways.
- iii) Complete technical specifications to be included in the Technical bid.
- iv) The necessary service support should be provided by Bidder during the agreement period.
- v) The training should be provided by the supplying companies for a minimum period of two days from the date of installation with an expert team.
- vi) Technical post sale support by email and telephone will be provided during the period.
- vii) Operating Manual should be provided in English.
- viii) A clear statement regarding availability of after-sales service and availability of spare-parts for next 5 to 10 years should be included.
- ix) A recent customer list (within last five years) with contact details including email address is to be submitted with technical bids / bids as the case may be.
- x) If the equipment is proprietary a product, a proprietary product certificate should be enclosed.
- xi) The information pertaining to infrastructural, power and any other requirement for satisfactory installation and commissioning of the whole system must be provided by the bidder, at least 30 days in advance of the installation to be commenced if purchase order is issued.

- xii) The equipment must operate at 230V / 50 Hz single phase and / or equivalent three phase electrical power.
- xiii) If the bidder is an authorized representative in India, they are requested to inform their technical ability to take care of the problems in the system, if developed later within the warranty and outside the warranty period. The responsibility of the Indian agent must be clearly specified.
- xiv) The bidder from abroad shall obtain, if required, export permission from the appropriate authorities in his country or the country of origin for items to be shipped to India in case of items to be imported. The University shall provide necessary information if required for this purpose.
- xv) **The validity of the each quotation should be at least for SIX MONTHS from closing date.**
- xvi) The offers will not be considered if received after the bid closing date and time.
- xvii) The offers received through telex / telefax / e-mail will not be accepted by the University under any circumstances.
- xviii) The University shall not be responsible for any delay / loss or non-receipt of quotations by post / courier service.
- xix) No unsolicited correspondence shall be entertained after the submission of the offer.
- xx) If an order is placed with the firm, the purchase shall be governed by an agreement as per the University rules in force at the time.
- xxi) Additional terms and conditions will be incorporated in the purchase order, if needed, to safe guard the interests of the University.
- xxii) Quotation is not transferable.
- xxiii) In case of any dispute in respect of the quotation, all legal matters shall be instituted within the jurisdiction of the place where the purchaser ordinarily resides.

***7. Power to reject the offer:***

- i) Pondicherry University reserves the right to accept / reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.
- ii) No Agency commission will be paid to any authorized agent in India.

- iii) Liquidated damages: Timely supply of the ordered items, installation, commissioning (wherever is applicable) and training etc. is the essence of the contract. In case of failure to supply within the time specified in the Purchase order, a penalty / LD of 0.5% of the total value per week or a part thereof shall be levied subject to a maximum of 7.5% in respect of items which are not supplied. The decision of Pondicherry University shall be final in this regard.
- iv) Bidder(s) must be authorized business partners of Global / National service providers of the respective equipment.
- v) The Bidders must enclose authorization letter from the respective global / national service providers of the above equipments particularly mentioning an undertaking that in case of default by the Bidder, they (Global Service Provider) shall take over all the responsibilities of the Bidder.
- vi) The Bidder should not be involved in any Bankruptcy filing for protection from it.
- vii) The training should be provided by the supplying companies on the specimen and operation of the equipments for a minimum period of two weeks from the date of installation with an expert team.
- viii) For any clarification with respect to technical specifications, please contact the respective Department Heads as per the details given below: -

Name of the Department/Centre	Name of the PI	Contact Details
Centre for Nanoscience and Technology	Dr. A. Vadivel Murugan	0413-2654975 avmrajeshwar@gmail.com

### III. Specific Conditions for Imported Equipments

#### 1. **Payment of EMD:**

The Quotation must be accompanied by EMD as stated above, by means of a Demand Draft, drawn in favor of **The Finance Officer, Pondicherry University, payable at Puducherry.** *The Small Scale units are exempted from payment of EMD provided they enclose the proof of their exemption Certificate issued by the competent authority.*

#### 2. **Payments terms:**

- i) Normally a letter of Credit will be opened for 90% of CIP price, on receipt of order acknowledgement. However, 100% of the LC also be considered, if the supplier provide Bank Guarantee towards performance Security for the 10 % of the total cost of the equipment to cover the Warranty Period.
- ii) Bank charges in India shall be borne by the purchaser and outside India shall be borne by the contractor / supplier.

- iii) The offer must be in English. The rates should be indicated both in figures and words against item specified in the given table. It is preferable that the price be quoted in Rupees or in US Dollars or in major foreign currencies.
- iv) The total cost should be quoted for FOB as well as CIF – Pondicherry University.
- v) However, the price quoted under FOB or should also include the following cost if they are required during the initial stage:
  - a) Local freight / insurance for Chennai airport to University laboratory.
  - b) Installation cost if any.
  - c) Cost of consumables which are required for the equipment for initial operation upto a reasonable time.
- vi) In case of the Principal supplier of Foreign country unable to meet the conditions stated at para no.4, the local agent / dealer should fulfill the above said conditions in respect of Local Insurance, Freight, safety transport and installation, etc.
- vii) The bidder from within India shall obtain the requisite approval for Imports etc., if required.

#### **IV. Specific Condition for Indigenous Equipments**

##### **1. Price Schedule:**

The FOR price quotes on Indian Rupees should also include the expected installation cost in the University Laboratory and also cost of consumables which are required for the main equipment for initial operation upto a reasonable period.

##### **2. Time Limit for the supply:**

The Successful bidders should supply the items, etc, **within 15 days** after receipt of the firm supply orders.

##### **3. Payments terms:**

Out of total contract/ purchase price, 90% of the amount will be paid on satisfactory installations. Balance of 10% of the amount shall be retained as Security Deposit, towards satisfactory performance of the equipment, and which may be released on submission of a **performance bond supported by a Bank Guarantee** (format enclosed in Annexure – I) **(obtained from Nationalized Bank of India) for the 10% of the total contract/ purchase value, for the duration of the Warranty period.**

**REGISTRAR**

Date: 29.11.2012

**BANK GUARANTEE**

Pondicherry University  
 Bharat Ratana Dr. B R Ambedkar Administrative Building  
 R Venkataraman Nagar  
 Puducherry 605 014

This guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 200\_ by \_\_\_\_\_ Bank having its Registered Office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (hereinafter referred to as “the Guarantor” which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) in favour of the Pondicherry University, Puducherry 605 014 represented by its Registrar, having his office at R. Venkataraman Nagar, Kalapet hereinafter referred to as the “University” which expression shall include his successors in office for an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the request of M/s. \_\_\_\_\_ (more fully described hereunder)

2. Whereas the University has placed Work Order No: PU/ \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ with M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ and hereinafter referred to as the “Contractor” which expression shall include their successors and assigns.

3. And whereas the Contractor has accepted and agreed to execute the work as per the work order as per undertaking / agreement dated \_\_\_\_\_ within the time stipulated and in the manner specified therein.

4. And whereas the University has called upon the Contractor to furnish Bank Guarantee for the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for fulfillment of the said work as specified in the work order and as agreed to by the Contractor.

5. And whereas the Contractor has requested the Guarantor herein to furnish an irrevocable and unconditional Bank Guarantee in favour of the University for an amount of Rs. \_\_\_\_\_ as guarantee towards execution of the work as agreed to by the contractor to the University.

6. Now, therefore, we \_\_\_\_\_ Bank, the Guarantor herein, do hereby irrevocably and unconditionally Guarantee the payment to the University the sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the event of any breach, failure, neglect or inability on the part of the Contractor in the execution of the said work, on demand without reference of the matter to the Contractor and without any prior consent of the Contractor, at all times throughout the period of execution of the work, without demur, cavil or argument or delay.

7. The Guarantor agrees and undertakes that the decision of the University as to whether the contractor has committed any breach of the obligation with respect to the work to be executed, and the quantum of amount therefore payable by the Contractor to the University in that regard, shall be final, binding and conclusive as against the Guarantor and the Guarantor shall make payment accordingly, on demand by the University.

8. The Guarantor further agrees and undertakes to pay to the University the amount demanded by the University irrespective of and notwithstanding any dispute raised by the Contractor in any suit or proceeding before any judicial forum relating to the Contracted work and the Guarantor's liability under this Guarantee shall be absolute and unequivocal.

9. This Guarantee is issued subject to the condition that the liability of this Guarantor under this guarantee is limited to the maximum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee shall remain in full force up to \_\_\_\_\_ and cannot be invoked otherwise than by a written demand or claim by the University for the payment of the said amount by the Guarantor on or before \_\_\_\_\_ or any extended date as decided by the University.

10. This University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the contracted work or to extend time for performance of the work by the Contractor. Any change to the contracted work shall not in any way release the Bank (Guarantor) from liability under this Guarantee and we waive notice of any such change. The University shall have full liberty to forbear or enforce any of the terms and conditions of the contracted work.

11. This Guarantee shall not be affected by any legal limitation, disability or other circumstances relating to the Contractor or the Guarantor.

12. This Guarantee shall be valid for the period upto \_\_\_\_\_ and shall extend further and beyond \_\_\_\_\_ for such period as determined by the University.

13. The Guarantor undertakes not to revoke this guarantee except with the previous consent of the University in writing.

14. Notwithstanding anything contained herein:

- Our liability under this guarantee shall be limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- This guarantee shall be valid upto \_\_\_\_\_ and for such further period as determined by the University for fulfillment of the contract.
- 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 \_\_\_\_\_ or such extended period / date.

In witness whereof, this Guarantee has been executed by \_\_\_\_\_ for an on behalf of the Bank (Guarantor) on the day, month and year first above written.

**SIGNATURE AND SEAL**  
**NAME OF THE BANK (GUARANTOR)**  
**ADDRESS:**

**BIDDER'S WARRANTY**

The Registrar, Pondicherry University, Puducherry invited Bid Document for supply and installation of the equipment(s) namely, \_\_\_\_\_  
at \_\_\_\_\_, Pondicherry University, Puducherry

AND M/s. \_\_\_\_\_

Thereinafter referred to as "The Bidder" having carefully studied all the bid documents, Specifications, etc. accompanying the tender for supply of the above mentioned Equipment and desirous to submit the bids as per the Tender Document advertised vide Notification No.PU/PS/2010-11/1 dated 03.08.2010.

**DO HEREBY WARRANTY THAT**

1. The bidder is familiar with all the requirements of the bid documents.
2. The bidder has investigated the site and satisfied, he regarding the character and scope of the work and local conditions that may affect the supply or its Performance.
3. The bidder is satisfied that the supply can be performed and completed as required in the contract.
4. The bidder accepts all risk directly or indirectly connected with the performance of the contract.
5. The bidder has had no collusion with other contractors, with any of the men of Pondicherry University, Puducherry, or with any other person in preparation of the bid.
6. The bidder has not been influenced by any statement or promise of the Officials of Pondicherry University, Puducherry but only by the bid documents.
7. The bidder is financially solvent.
8. The bidder is experienced and competent to perform the contract to the satisfaction of the Co-ordinator, Central Instrumentation Facility, Pondicherry University, Puducherry.
9. The statements submitted with the bid are true.
10. The contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
11. All the terms & conditions of the Supply Order will bind the bidder once his quote is accepted and supply order issued.

**Signature of the Bidder**