

**PONDICHERRY UNIVERSITY**  
**(A Central University)**  
PUDUCHERRY – 605 014  
Website: [www.pondiuni.edu.in](http://www.pondiuni.edu.in)  
**TENDER NOTICE**

No.DOSMB/PROJ-EQUIP/2012-13/03, Dt:18 March 2013

**Procurement of Scientific, Laboratory Equipments & Software**

Pondicherry University invites sealed tenders for the supply and installation of Major Scientific and Laboratory Equipments for Department of Ocean Studies and Marine biology, Port Blair: -

**Department of Ocean Studies & Marine Biology**

**Major Equipments**

1. Inverted Trinocular Microscope – Apodized (Infinity Optical System) with accessories - 1No. (UGC).
2. Trinocular Stereoscopic Zoom Microscope with accessories - 1No. (MoES)
3. UV Visible Spectrometer - 1No. (UGC)
4. PCR Machine - 1No. (MoES)
5. Hot Air Oven with Digital Temperature Controller-Cum-Indicator - 1No. (MoES)
6. Portable Balance - 1No. (MoES)
7. Digital Vernier Caliper - 1No. (MoES)
8. Water Bath Incubator Shaker – 1 No. (MoES)
9. Underwater Camera with Housing – 1No. (MoES)
10. Refractometer – 2Nos. (MoES)

The complete details regarding specifications, technical details, eligibility, tender document fee, EMD, address and method for submission of bid documents, etc. are available in the **Tender Document**.

**REGISTRAR**

**Tender Document**

**PONDICHERRY UNIVERSITY**

**PURCHASE AND STORES**

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

**SCHEDULE OF TERMS & CONDITIONS**

**Sub:** Supply of Major Scientific Equipments for Department of Ocean Studies and  
Marine Biology, Port Blair - Reg.

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**Schedule of Requirements**

Sealed tenders are invited under single bid systems for Major Scientific Equipments as per the technical details and specifications given below: -

**Specifications & Allied Technical Details**

**1. INVERTED TRINOCULAR MICROSCOPE – APODIZED (INFINITY OPTICAL SYSTEM) WITH ACCESSORIES (UGC)**

**Specifications:** Inverted Microscope - basic unit (220-240V) consisting of - Main Body (220-240V) with Built In Transformer, Plain Stage, Halogen Illuminator - 6V-30W, Parfocal & Centered Optics, Optics with Multi-Layer Coating, Micron Sensitive Movements, Trinocular 45 head inclined, rotatable through 360 degrees, Eyepiece – WF 10X (FN 18) compensating paired eyepiece with eyepiece micrometer, Objective lines – 4X, 10X, 40X (Spring), 100X (Spring), Mechanical Stage – Stage size 125mm x 45mm with transverse area of 50mm x 76mm with right hand low drive mechanical stage, Focusing System – Co-axial coarse & fine controls with a focus adjustment range of 25mm, Phase contrast accessories – 10X – 40X phase contrast slider, center adjustable, Digital Camera – 12 million pixels; CCD Size 12 M pixels with internal memory of 25MB; image capture cord. Option – LED light source & battery backup.

Warranty: One year

Comprehensive Warranty for the Second and Third year.

**2. TRINOCULAR STEREOSCOPIC ZOOM MICROSCOPE WITH ACCESSORIES (MoES)**

**Specifications:** Main Body - Zooming Range: 7.8x – 160X - Zooming Ratio: 20.5:1- 10X, 20X and 30X Eyepiece with diopter - Adjuster, Rubber Eye-Shield, Reticle Lead (2 Nos) – Eye Piece Micrometer - Binocular Eyepiece Tube (20 Deg. Inclination) - A locking system on the oculars- Plan 1X Objective (W.D.78 mm). Objectives 0.63x to 5x. Total Magnifications: 8X to 200X - Focusing Mount D Exclusive For Coarse and Fine Focusing - Diascopic Stand (220-240V) with Built in 6V - 30W Transformer, Tilting Mirror, Fine Focusing Knob in the front of base and 180

mm Transparent stage. 33 mm NCB11 Filter - Power Cord - Halogen Lamp 6V-30W – digitally controlled zoom – Suitable Software modules -  
The LED5000-RL ring light - fully integrated illumination components and can be controlled entirely on the device itself or via the Application Suite Beam Splitter –  
Photo Adaptor -  
Digital Camera – 10 or above Pixel - Relay Lens - C-Mount TV Adapter A- CCTV-  
Spares Halogen Lamp 6V-30W  
Spares – 1 Bulb Halogen Lamp 12V-100W for Fiber Illuminator  
Spares – Drawing Tube  
Three Hours UPS online Power Pack up  
Warranty: One year  
Comprehensive Warranty for the Second and Third year.

### **3.UV VISIBLE SPECTROMETER (UGC)**

#### **Specifications:**

Wavelength Range: 190 – 1100 nm  
Wavelength Accuracy:  $\pm 1.0$  nm  
Wavelength Repeatability: (200 – 500 nm) :  $\pm 0.2$  nm  
Spectral Bandwidth: 1 nm  
Optical System: Double Beam  
Photometric Accuracy:  $\pm 0.005A @ 1A$   
Lamp Source: Deuterium Lamp and Tungsten Lamp (additional one spare set of lamps)  
Detector: Photodiode (s)  
Noise: RMS < 0.0002A  
Stability: < 0.001 A/hr (Zeta)  
Stray Light: 0.05% T @ 220 & 340 nm  
Scan Speeds: 1, 2, 5, 10 nm/min  
Display: LCD; 87x115mm; VGA graphics  
Supplied Interface: Instrument - interfaced with computer and allied softwares.  
Languages: English  
Power Requirements: 100-240V, 50-60 Hz

#### **Accessories**

1. Quartz cuvettes (Path length 1 cm, two sides polished) – 5 sets.
2. Additional one spare set of Deuterium Lamp and Tungsten Lamp.

#### **Computer and Printer**

A branded PC for the instrument operation with latest standard configurations.

One Laser Jet Printer for the spectral print outs.

#### **UPS**

The UPS should serve the power supply for the instrument, PC and printer.  
One 2 KVA online UPS system with 120 minutes (2hr) back-up.  
Warranty: One year  
Comprehensive Warranty for the Second and Third year.

#### **4. PCR MACHINE (MoES)**

##### **Specifications:**

**Universal Gradient.** Thermocycler, 6 powerful Peltier elements with long life technology and 6 control circuits with PT 1000 thermal probes 96 well universal block and heated lid with automatic height adjustment for 96x0.2ml, 96 well PCR plates of 2 ml alloy having flat caps.

- Max. heating and cooling rate: 5°C/sec
- Block Uniformity (at72°C) : ± 0.25°C
- Temp. Range Thermoblock: 4 to 105°C
- Max. Gradient over 12 columns: 39.8°C (±19.9°C)
- Temp. Range Gradient: 35 to 105 °C, Gradient Accuracy: ±0.1°C
- Temperature calibration as per the standard of NIST
- Temp. Range heatable lid: 70-99 °C, accuracy : ±0.25 °C
- Regulating Accuracy: ±0.1 °C
- Adjustable ramping: 0.1 to 2.0 °C/Sec
- Programmable lid locking
- Max. Gradient over 12 columns: ± 19.9 °C/sec
- Temp. Range Gradient: 35 to 105 °C
- Touch sensitive TFT (16 colours) display, control via USB mouse
- Multiple zones for PCR optimization
- Average heating /cooling rate per sample: 1°C
- Heated cover constant temperature of 105 °C for oil free operation

Internal memory for 1000 typical PCR protocols PC software for convenient creation of PCR programs in the office. Date, time, Tm calculation, programmable pauses.

USB functionality on the PCR machines; Display interface; Serial communication ports: one or above

Password protected user accounts with flexible access rights Online help

Calculator for melting Temp. and elongation time. Quick start function for the last program executed. Auto restart after power failure.

Instant incubation mode. LAN networking possible. GLP reports 4x USB, 1x Ethernet ports (MS Windows)

Power consumption: 850VA

Power supply: 90-260V AC, 50-60Hz

##### **UPS**

The UPS should serve the power supply for the instrument, PC and printer.

One 5 KVA online UPS system with 180 minutes (3hr) back-up.

Warranty: One year

Comprehensive Warranty for the Second and Third year.

#### **5. HOT AIR OVEN WITH DIGITAL TEMPERATURE CONTROLLER-CUM-INDICATOR (MoES)**

Suitable for operation on 220/230 volts, single phase, 50 cycles, temperature range from 50 °C to 250 °C with an accuracy of ±0.5 °C. Double wall construction and inner chamber would be of

stainless steel. The best quality kanthal heater would be placed on the bottom of the chamber. One ventilation and thermometer pocket would be provided on the top. Stainless steel trays would be provided with the oven. Single door with lock and hinges insulated with glass wool would be provided to protect from any leakage of temperature. The layer of glass wool would be of 62-75mm approx. The instrument will complete with digital temperature controller cum indicator, 3 heat control switch with fan with 1.5 Kw heating coil capacity, neon indicators, plug and cord. To be operated on 230 volts 50 Hz AC mains. Size of the inner chamber: 18"x18"x24".  
Warranty: One year  
Comprehensive Warranty for the Second and Third year.

#### **6. PORTABLE BALANCE (MoES)**

Capacity 220g  
Minimum Display 0.001g  
Pan size 110mm, 1 No

#### **7. DIGITAL VERNIER CALIPER (MoES)**

0.01 mm resolution or better

#### **8. WATER BATH INCUBATOR SHAKER – 1 No. (MoES)**

**Specification:** Double Walled, Outer Mid Steel Sheet, Epoxy coated, inner chamber of Stainless steel fitted, S.S. pyramidal lid. The bath has an oscillating tray on rollers, oscillated through geared variable speed motor, Oscillation; speed range is between 40 to 140 cycles per minutes. The shaking trays can either holed test tubes or conical flasks of 25 to 1000ml. with Cap. Temperature controlled by the PID temperature controller range 5 - 100°C ±0.5°C; Digital display.

Shaking tray (W X D X H) - 405X 300 X 150mm.

Warranty: One year

Comprehensive Warranty for the Second and Third year.

#### **9. UNDERWATER CAMERA WITH HOUSING – 1No. (MoES)**

**Specifications:** 14 mega pixel, 24-bit colour (RGB), Lens – 5X optical zoom, Zooms – 25X total zoom, Image Resolution – 4288 x 3216 - File Format – JPEG, Movie Resolution – HD 720p - Focus Modes – Auto, AF Tracking, Face Detection, Macro, Super Macro, Infinity - LCD – 3.0" - Memory – Internal: 20MB (min), External: SD / SDHC card 4 GB, Power – Battery: Lithium rechargeable battery (3.7v, 700mAh), Minimum 6 Underwater modes, Rubber over moulded polycarbonate housing, Depth – 60m, Buoyancy – Positive, O-ring – Silicone, LCD window – Optical grade polycarbonate window, Controls – Control buttons for power, shutter, zoom, mode (video or still image), playback, focus, flash, menu.

Warranty: One year

Comprehensive Warranty for the Second and Third year.

#### **10. REFRACTOMETER – 2Nos. (MoES)**

**Specifications:** Estimation for Salinity in sea water - Atago-ATC/S/M-IIIIE Model Salinity Refractometer - Range 0 to 40 Part per thousand.

## TERMS AND CONDITIONS

### I. General Information: -

1. Last date and time of receipt of the Tenders: **21.05.2013, 3.00 PM**
2. Date & Time of opening of Tender: **21.05.2013, 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/-	Rs.5,000/-

4. The bids should be submitted separately for Major Equipments
5. For Major Equipments, **single bid systems** has to be strictly followed.
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 equipments the tender is quoted for. The cover should also contain the information like, whether the bid is for Major Equipments 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.
11. For Major Equipments, 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: -

For Major Scientific Equipments: -

Tender submitted under single bid system for Major Equipments advertised for the  
Department of Ocean Studies and Marine Biology, Port Blair

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. Those who submit their tenders by post shall send the same before the prescribed deadline to the Assistant Registrar (P&S), Pondicherry University, R.V. Nagar, Kalapet, Puducherry – 605 014.**

The tenders sent through fax / e-mail will not be accepted.

## **II. Common Conditions for Major Equipments (Import or Indigenous)**

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

The Tender document can be either downloaded from the University website [www.pondiuni.edu.in](http://www.pondiuni.edu.in) or procured from the Information Facilitation Counter, Dr.Ambedkar Administrative Block, 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 tender document fee, in the form of a Demand Draft. Separate bids should be submitted for major equipments.

### **2. Price Schedule**

The bidder may quote for the entire equipments or individual items. 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 (if any), Transportation to Port Blair, Octroi, etc. at the Port Blair Department, Pondicherry University.

The prices quoted shall remain firm until 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 tender 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 dt. 23.07.96 respectively,

**in respect of**

- a. Scientific and technical instruments, apparatus, equipment 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, micro-chips etc.
- d. Prototypes.

Customs duties at Indian port, if any, will be to the account of the University.

**6. Warranty:**

The material 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 Pondicherry University, or at least 42 months from the date of receipt of the last lot of the consignment in India.

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.

7. The information pertaining to infra-structural, power and any other requirement for satisfactory installation and commissioning of the whole system must be provided by the bidder, at least 120 days in advance of the installation to be commenced if purchase order is issued. All drawing for electrical connections, electrical safety items piping work etc. must be provided in detail.

8. Complete technical specifications and literature, including process flow, to be included with the quotation. Manufacturers of various major parts/equipment must be mentioned explicitly.

9. A clear statement regarding availability of after-sales service and availability of spare-parts for next 5 to 10 years should be included.

10. 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.

11. 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. 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.

12. All equipment must operate at 230V/50 Hz single phase and / or equivalent three phase electrical power.

13. The validity of the each quotation should be at least 1 Year from closing date of the bid.

14. The offers will not be considered if received after the bid closing date and time.

15. The offers received through telex / tele-fax / e-mail will not be accepted by the University under any circumstances.

16. The University shall not be responsible for any delay / loss or non-receipt of tenders by post / courier service.

17. No unsolicited correspondence shall be entertained after the submission of the offer.

18. 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.

19. Additional terms and conditions will be incorporated in the purchase order, if needed, to safe guard the interests of the University.

20. Tender is not transferable.



21. In case of any dispute in respect of the tender, all legal matters shall be instituted within the jurisdiction of the place where the purchaser ordinarily resides.

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

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.

23. No Agency commission will be paid to any authorized agent in India.

24. 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.

25. 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.

26. For any clarification with respect to technical specifications, please contact the respective Department Heads as per the details given below: -

S. No.	Name of the Department	Name of the Heads	Contact Numbers
1.	Department of Ocean Studies & Marine Biology	Dr.P.M. Mohan	03192-261566 +91-9434283292

**III. Specific Condition for Imported Equipments**

**1. Payment of EMD:**

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

**2. Payments**

**Payments terms:**

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.

Bank charges in India shall be borne by the purchaser and outside India shall be born by the contractor / supplier.

3. 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.

**4. The total cost should be quoted for FOB as well as CIF – Pondicherry University, Port Blair.**

5. 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 at Port Blair.

b) Installation cost if any.

c) Cost of consumables which are required for the equipment for initial operation upto a reasonable time.

6. 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.

7. 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 price quotes on Indian Rupees or FOB or CIF 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.**

#### **V. Specific Conditions for Purchase of Equipments for the Department of Ocean Studies & Marine Biology, Port Blair, Andamans.**

All the equipments to be purchased for Department of Ocean Studies & Marine Biology, Port Blair should be delivered and installed at Port Blair, Andamans.

The Service Taxes and Octroi whichever are applicable for Port Blair, Andaman are to be borne by the supplier.

The quoted price for the equipment of this particular Department should be inclusive of the above additional cost (if any), for which no separate claim will be entertained by the University in any case.

#### **VI. Specific Conditions for the supply of software (Single Vendor / Multiple Software Distributor)**

1. The Software are to be considered under Major Equipment Category for which the payment of applicable EMD and tender document fee are to be paid as per the para no.IV(1) of the terms & conditions of this tender.
2. The Bidder(s) must be authorized business partners of Global / National service providers of the respective Software Packages.
3. The Bidders must enclose authorization letter from the respective global / national service providers of the above said Software 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.
4. The Bidder should not be involved in any Bankruptcy filing for protection from it.

5. The necessary service support should be provided by Bidder during the agreement period.

**VII. Specific Conditions for the supply of MS Campus Agreement and Antivirus packages**

1. These are to be considered under Major Equipment Category for which the payment of applicable EMD and tender document fee are to be paid as per the para no.IV(1) of the terms & conditions of this tender.
2. The Bidders must enclose authorization letter from the respective global / national service providers of the above said MS Campus Agreement and Antivirus Packages in specific reference to this tender with a clear undertaking that in case of default by the Bidder, they shall take over all the responsibilities of the Bidder.
3. The Bidder should not be involved in any Bankruptcy filing for protection from it.
4. The necessary service support should be provided by Bidder during the agreement period.

**REGISTRAR**

Date:

**BANK GUARANTEE**

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

This guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 201\_ 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 wok to be executed, and the quantum of amount therefore payable by the Contactor 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**