

# PONDICHERRY UNIVERSITY

(A Central University)

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

# **SCHEDULE OF TERMS & CONDITIONS**

Sub: Supply, Testing and Installation of Closed Circuit TV (CCTV) Devices - Reg.

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# **Schedule of Requirements**

**Sealed tenders** are invited under **two bid systems** for Supply, Testing and Installation of Closed Circuit TV (CCTV) Devices in the Ananda Rangapillai Library, Pondicherry University, as per the technical details and specifications given below: -

S.No.	Specifications		Qty.
1.	CS-Mount Color CCD Camera [Box]		9
	Specifications:		
	Picture format	PAL/NTSC	
	Imaging device	1/3" Super Sony HAD II wide dynamic colour CCD	
	Horizontal resolution	540 TV lines or better	
	Effective elements	720 x 576 (appx.440,000 pixels) or better	
	Minimum illumination	0.1 lux or better in colour mode	
	Variable focal length	3.5 – 8 mm	
	Signal to noise ratio	48 db or better	
	Iris control	Auto	
	Gain control Auto		
	B L C Auto		
	Mount	CS - Mount	
	Minimum object distance	3-5 m	
	Operating voltage	12 volt DC/ or 220 volt AC	
	Certification	UL/ CE/FCC/RoHS (any three or more)	
	Acceptable make	Reputed make acceptable	
2.	Dome Color CCD Camera	a	66
	Specifications:		
	Resolution	High resolution with imported dome housing	
	Picture format	PAL/NTSC	
	Imaging device	1/3" Super Sony HAD II CCD	
	Horizontal resolution	540 TV lines or better	
	Effective elements	720 x 576 (appx.440,000 pixels) or better	
	Minimum illumination	0.5/F1.2 lux or better in colour mode	
	Signal to noise ratio	48 db or better	
	Fixed focal length	3.6 mm or better	
	Minimum object distance	3 – 5 m	
	Operating voltage	12 volt DC/ or 220 volt AC	
	Certification	UL/ CE/FCC/RoHS (any three or more)	
	Acceptable make	Reputed make acceptable	

# **Specifications & Allied Technical Details**

3.	Pan Unit Scanner (Optional)	
	Specifications:	
	Indoor pan unit rotates horizontally upto 355 degrees, manually controlled	
	through corded remote control, operates on 220 volt, Load capacity of 7kg,	
	angles at 50 each can be set through locks.	
		1
	Certification : UL/ CE/FCC/RoHS (any three or more)	
4.	<b>32 Channel DVR System: 32</b> channel DVR, built with RAID starting with 2 TB surveillance hard disk , 2 x 1 TB drive in RAID 0/1 for approximate storage of 30 days recorded images, Intel Core i5, 3.3Ghz CPU or better, 6 MB Cache, 4-Cores, 2x2GB DDR3 1333 Mhz SDRAM or better, Intel Q67 Express chipset Mother Board, Memory Slot 4 DIMM or more, Intel Graphics Media Accelerator HD with 32MB to 1696MB shared memory or better, 1 GHz Ethernet , 22X DVD writer, 8 USB 2.0 or more, High Definition Audio with up to 7.1-channel capabilities or better, Keyboard, Optical Mouse, Windows 7 Home Premium ( <b>OS</b>	
	<b>License will be provided by Pondicherry University</b> ) and necessary licensed softwares for recording and retrieving.	1
	softwares for recording and retrieving.	
	The DVR System should have	
	Hardware compression technique for fast recording	l
	• 32 Channels Video and atleast 12 channels Audio	l
	• Separate Video out for TV	l
	Graphic User Interface to facilitate operation	l
	PTZ control / Emergency Recording	l
	Support Smart Search / Calendar Searching function	l
	<ul> <li>Support POS system and ATM system</li> </ul>	
	• Multiplex function: display, monitor, playback, remote, file Backup, and recording simultaneously	l
	• Pre-recording and after-recording when the sensor and Motion triggered	
	<ul> <li>Adjustable recording speed and compression ratio</li> </ul>	l
	<ul> <li>Notify by email in case of video loss</li> </ul>	l
	Remote monitoring through TCP/IP	l
	• Remote control side up to 36 DVRs (1152 cameras)	l
	• Support web browser, PTZ controlling, and playback	l
	• Support CMS ( Central Monitoring Station ) Minimum 36 DVR and 1152 Cameras controlled by software and can restrict cameras to viewer.	l
	Support PDA monitoring, and playback	1
	• Support monitoring and play back in (PDA Phone) Mobile Phone	1
	Support Dynamic IP and DNS	l
	• Support two-way audio communication by 1 CH	l
	• Up to 32 CH sound recording	l
	• Certification : UL/ CE/FCC/RoHS (any three or more)	1
	Video out of all the 32 cameras from each of the 32 channel DVR card	l
	should be integrated with one single monitor with remote with 4 port	1
5.	<ul><li>changeover switch.</li><li>16 Channel DVR System: 16 channel DVR, built with RAID starting with 2 TB</li></ul>	
5.	surveillance hard disk, 2 x 1 TB drive in RAID 0/1 for approximate storage of	1
	30 days recorded images, Intel Core i5, 3.3Ghz CPU or better, 6 MB Cache, 4-	1
	Cores, 2x2GB DDR3 1333 Mhz SDRAM or better, Intel Q67 Express chipset	
	Mother Board, Memory Slot 4 DIMM or more, Intel Graphics Media Accelerator	1

		B shared memory or better, 1 GHz Ethernet , 22X DVD	
	writer, 8 USB 2.0 or more, High Definition Audio with up to 7.1-channel		
	capabilities or better, Keyboard, Optical Mouse, Windows 7 Home Premium ( <b>OS</b>		
	License will be provided by Pondicherry University) and necessary licensed		
	softwares for recording and retrieving.		
	The DVR System should have	ave	
	•	ion technique for fast recording	
	• 16 Channel Video a	1 0	
	• Separate Video out		
	-	ace to facilitate operation	
	<ul> <li>PTZ control / Emer</li> </ul>	-	
	<ul> <li>Support Smart Search / Calendar Searching function</li> <li>Support POS system and ATM system</li> </ul>		
		-	
	<ul> <li>Multiplex function: display, monitor, playback, remote, file Backup, and recording simultaneously</li> </ul>		
	<u> </u>		
	• Pre-recording and after-recording when the sensor and Motion triggered		
	<ul> <li>Adjustable recording speed and compression ratio</li> <li>Notify by email in case of video loss</li> <li>Remote monitoring through TCP/IP</li> </ul>		
	<ul> <li>Remote control side up to 16 DVRs or more</li> <li>Support web browser, PTZ controlling, and playback</li> <li>Support CMS ( Central Monitoring Station ) Minimum 16 DVR or more. Controlled by software and can restrict cameras to viewer.</li> <li>Support PDA monitoring, and playback</li> <li>Support monitoring and play back in ( PDA Phone ) Mobile Phone</li> <li>Support Dynamic IP and DNS</li> <li>Support two-way audio communication by 1 CH</li> <li>Up to 16 CH sound recording</li> <li>Certification : UL/ CE/FCC/RoHS (any three or more)</li> </ul>		
	Video out of all the 16 car	neras from the 16 channel DVR card should be	
	integrated with one single		
6.	LCD TV		2
	Specifications:		
	Size	40" LCD HD Display or better	
	Resolution	1920X1080 or better	
	Brightness	450Cd/M2	
	Contrast Ratio	100000:1 or better	
	Response Time	8ms or less	
	Connectivity	AV in, HDMI in, VGA in, PC Audio in, S Video in,	
	AV out, USB 2.0		
	Viewing Angle	178 degree (H) & 178 degree (V)	
	Audio Output RMS10 watts X 2 or better		
	Colour System	PAL/NTSC/AUTO	
	Sound System	BG/DK	
	Operating Voltage	AC 110 ~ 240 V, 50/60 Hz	
	Accessories	Power Cord, IR Remote control (With Battery),	
		VGA & Audio Cable for PC connectivity and Wall	
		Mount Kit.	
			• _

7	<b>Power Supply :</b> Regulated Power Supply Adapter to support upto 100 Cameras	1
	12 V, DC, 100 amps.	
	a) 12 V, DC, 15 amps X 7 nos. or	
	b) 12 V, DC, 5 amps X 20 nos. or	
8	c) any suitable power supply to support 100 amps or more	2 000
0	<b>Cabling :</b> Supply, laying & termination of Unarmoured RG-11 Copper Co-axial Cable (for connecting cameras to DVR) and 2core 1.5 sq.mm Copper power	<b>3,000</b> mts
	Cable inside Rigid PVC conduit of suitable with necessary BNC connecters.	aprox.
9	Supply and laying of Rigid PVC pipes/Conduits and flexible metal hose of	1,000
	suitable size in/on walls / floors / ceiling / beams / columns as per requirement for	mts
	laying the cables. The cost should include providing and bends, inspection boxes,	aprox.
	junction boxes, tees, saddles, screws ,necessary hardware, flexible pipe etc. where	1
	ever necessary.	
10	Installation and Commissioning and Training :	
	All the items should be supplied and installed in the Library strictly as per the	
	specifications mentioned and within the stipulated time. Training should be given	
11	for any number of users for five days.	
11	<b>Warranty :</b> On-site warranty for at least 36 months from the date of putting the system into	
	operation	
12	Eligibility Criteria (for Technical Bid)	
	The bidder must have the requisite domain expertise with regard to supply, installation and post-sale service of the items they are quoting. The format of	
	Technical bid is available in Annexure – $I$ .	
	<ol> <li>The bidder must have an experience of minimum 3 years in the field.</li> <li>The bidder must have an experience of minimum 3 years in the field.</li> </ol>	
	2) The bidder must have supplied and installed CCTV Components atleast five institutions/organizations. A satisfactory installation certificate	
	from the claimed organisation to be attached with the technical bid.	
	In no case a third party certificate shall be accepted. The institute	
	reserves the right to enquire about the authenticity of information	
	provided.	
	3) The bidder must be an Original Equipment Manufacturer (OEM) of	
	CCTV components or Authorized Distributor of OEM of CCTV	
	Components or a System Integrator having experience in CCTV Solutions.	
	4) All the hardware quoted should be certified by the respective certifying agencies or its authorized agencies.	
	5) The hardware quoted should be from reputed brands.	
	6) Bidder should have local support in Pondicherry/Chennai/Bangalore.	
	7) The entire work to be handled as single Turn-key Project and the total	
	cost of the project will be computed as a single value. Hence, the bidder	
	should quote for all the items mentioned in the tender. Otherwise the	
	tender will be rejected	
	8) A declaration on part of bidder (Annexure – II) about the terms and conditions of the tender should be submitted.	
	9) Necessary documents/certificates/brochures/leaflets in support of the eligibility criteria should be attached with the Technical Bid.	
	10) Demand Drafts for the i) Tender Document Fee & ii) EMD in a	
	separate cover along with the technical bid.	
L	separate cover along with the technical bid.	

# **TERMS AND CONDITIONS**

#### I. General Information: -

- 1. Last date and time of receipt of the Tenders: 19.12.2011, 3.00 PM
- 2. Date & Time of opening of Tender: 19.12.2011, 4.00 PM
- 3. In the event of the date specified for bid receipt and opening being declared as a Closed holiday for purchaser's office, the due date for submission of bids and Opening of bids will be the following working day at the appointed times.
- 4. Tender Document fee and EMD rates: -

Tender Document Fee : Rs.500/- (Demand Draft in favour of the Finance Officer,E.M.D.: Rs. 10,000/-Pondicherry University Payable at Puducherry)

- 5. Two bid systems will be strictly followed. (one for Technical bid and another for commercial bid to be submitted in separate covers)
- 6. 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 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.
- 7. The Demand Drafts drawn in favour of "The Finance Officer", Pondicherry University payable at Puducherry for Tender Document Fee and EMD should be submitted in a separate cover super-scribing **Bank Demand Draft** and which should be enclosed with the technical bid.
- 8. The Photo Copies of the Bank Instruments on payment of EMD should be attached with the bidding cover.
- 9. The tender should be addressed to the Registrar, Pondicherry University.

The examples for super-scribing the envelope of tender is given below: -

Tender submitted under two bid system for Supply of CCTV Systems 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 (or) in the Purchase & Stores Section. Those who submit their tenders by post shall send the same before the prescribed deadline to the Registrar, Pondicherry University, R.V. Nagar, Kalapet, Puducherry – 605 014.

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

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

#### 1. Purchase of Tender Document:

The Tender document can be either downloaded from the University website **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 favour 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.

#### 2. Price Schedule

The entire work to be handled as single Turn-key Project and the total cost of the project will be computed as a single value. Hence, the bidder should quote for all the items mentioned in the tender. 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), etc. at the respective Department, Pondicherry University.

The prices quoted shall remain firm until the equipments are supplied to the Ananda Rangapillai Library, Pondicherry University.

Specifications of the hardware items given in these documents are the minimum requirement. The bidder may offer items with higher specifications. However, no price advantage for such specifications shall be given.

The quantity shown against each item is approximate and may vary as per demand of the department at the time of placing order.

# 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. 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.

#### 5. Warranty:

The equipments covered under this tender, when purchased and 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.

The selected bidder will be required to furnish bank guarantee for 10% value of Order for a period of 3 years after installation and commissioning and before releasing the payment.

(A signed Bidder's Warranty as per Annexure – IV has to be submitted along with the Bid Document)

- 6. 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 15 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.
- 7. Complete technical specifications and literature, including process flow, to be included with the quotation. Manufacturers of various major parts/equipment must be mentioned explicitly.
- 8. A clear statement regarding availability of after-sales service and availability of spare-parts for next 5 to 10 years should be included.
- 9. A recent customer list (within last three years) with contact details including email address is to be submitted with technical bids / bids as the case may be.
- 10. 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.
- 11. 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 180 days 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 University Librarian as per the details given below: -

S. No.	Name of the Department	Name of the Head	<b>Contact Numbers</b>
1.	Ananda Rangapillai Library	Dr.R. Samyuktha	0413-2655213
			0413-2654205

# **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 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.

- 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 from Chennai airport to University Library.
  - 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 FOB price quotes on Indian Rupees should also include the expected installation cost in the University Library 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 30 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 – III) (obtained from Nationalized Bank of India) for the 10% of the total contract/ purchase value, for the duration of the Warranty period.

Date: 05.12.2011

REGISTRAR

Tender for Supply, Testing and Installation of Closed Circuit (CCTV) Devices

# **DETAILS OF BIDDER**

S. No.	Required Details	
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Contact No.	
4.	Fax No.	
5.	Mobile No.	
6.	Email	
7.	Name of Authorized Signatory	
8.	Sales Tax/ CST No.	
9.	Income Tax No. / PAN/ GIR No.	
10.	Year of Establishment	
11.	Name and address of Banker	
12.	Name and Address of the major institutions / organisation where CCTV is installed and no. of cameras installed and contact no.	Use Separate Sheet if necessary.
13.	EMD Details	
	Amount	
	DD No and Date	
	Name of the Bank	
14.	Tender Document Fee Details (if bid document is downloaded) Amount D.D No. and Date Name of the Bank	
15.	Whether OEM or authorized distributor. In case of distributor please attach authorization certificate.	
16.	Whether all the hardware quoted are certified by respective agencies or its authorized agencies?	
17.	Brand of the hardware quoted	
18.	Whether quoted for all the items in the Tender?	

Signature of the Tendered with stamp and date

# ANNEXURE - II

#### DECLARATION

1. I,	Son/Daughter of
Shri	Proprietor/Partner/Director/
Authorized Signatory of	competent to sign this
declaration and execute this tender document;	

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished along with above declaration are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any vague / false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

#### Signature of authorized person

Full Name:\_\_\_\_\_

Company's Seal:\_\_\_\_\_

**N.B.**: The above declaration, duly signed and sealed by the authorised signatory of the agency in token of their acceptance, should be enclosed with Technical Bid.

#### **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

 es at \_\_\_\_\_\_\_ (hereinafter referred to as "the

 branches at 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 (Rupees the request only) at of \_\_\_\_\_ M/s. (more fully described hereunder)

 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 not withstanding 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 maximum this guarantee is limited to the 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:

- 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, \_\_\_\_\_\_, Pondicherry University, Puducherry at

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/2011-12/ dated .

#### **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