

# PONDICHERRY UNIVERSITY

(A Central University)

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

## **SCHEDULE OF TERMS & CONDITIONS**

<u>Sub</u>: Supply, Testing and Installation of Radio Frequency Identification RFID) Devices and Tags and Integration of RFID System with Existing Library Management Software LIBSYS - Reg.

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## Schedule of Requirements

**Sealed tenders** are invited under **two bid systems** for Supply, Testing and Installation of Radio Frequency Identification (RFID) Devices and Tags and Integration of RFID System with Existing Library Management Software LIBSYS in the Ananda Rangapillai Library, Pondicherry University, as per the technical details and specifications given below: -

## **Specifications & Allied Technical Details**

| S.No. | Specific   | ations of RFID Equipment  | Qty. |
|-------|--|---|------|
|       | i v  | e compatible with the Existing Library Mang SIP 2 or NCIP protocol. No deviation is a   | 0    |
| 1.    | Self Adhesive RFID Tags (Books)           Passive Re-writable RFID Tags consisting of a Microchip and antenna, a low acid or good quality self-adhesive RFID Tags having 4K bits memory; Built-in antitheft control bit with lifetime guarantee.           Specifications: |   |      |
|       | Dimensions<br>Chip Memory<br>Frequency<br>Standard<br>Data Rate<br>Type<br>Distance for detection<br>Operation Mode<br>Other features  | <ul> <li>Books-RFID Tag size 50x50 mm (App.)<br/>4096 bits</li> <li>13.56 MHz</li> <li>Fully compliant with ISO 18000-3 Mode 1<br/>and include both mandatory and optional<br/>Commands specified in ISO 15693-3<br/>Tag to Reader: 26kbps minimum,<br/>Reader to Tag: 26 kbps minimum.<br/>Read/Write, Lockable.</li> <li>As per ISO18000-3<br/>Passive</li> <li>A single tag for Identification and Anti-theft<br/>must be read even if not visible and must<br/>be read in any orientation; tamper proof.</li> </ul> |      |
| 2.    | Should support existing LIBSYS software.           Library Staff Station   |   | 3    |
|       | Specifications:  |   |      |
|       | Hardware   | RFID Reader + Pad Antenna.  |      |
|       | RFID Reader  |   |      |
|       | Frequency<br>Standard<br>Weight<br>Power Supply  | 13.56 MHz<br>ISO 15693/18000-3 compliant<br>Light weight<br>240v±10%/50Hz./rechargeable battery<br>Communication  |      |

|    | Interface   | RS232/RS485/USB  |   |
|----|---|--|---|
|    | Pad Antenna-<br>Read/Write Performance  | 10"or more   |   |
|    | Software  | Client software to perform function like<br>tagging; checkout; Check-in; Renewal;<br>label monitoring; sorting etc.<br>Should support existing LIBSYS software                         |   |
| 3. | Self Checkout/In Station  |  | 2 |
|    | Specifications:   |  |   |
|    | Hardware  | RFID Reader + Antenna + Kiosk  |   |
|    | RFID Reader + Antenna   | Enclosure<br>13.56 MHz, ISO 15693/18000-3<br>compliant.  |   |
|    | Touch Screen  | 20" or Higher Touch Screen TFT Flat panel.<br>High resolution display.   |   |
|    | Printer<br>Software   | High Speed Thermal Slip Printer<br>Client software to perform function like<br>tagging; checkout; check-in; Renewal;<br>monitoring; sorting etc.                                       |   |
| 4. |   | Should support existing LIBSYS software.   |   |
|    | Library security gate (2 pedestals)<br>Security gate should include two theft detection pedestals, which are<br>interdependent of each other and also have an overlapping protection zones<br>providing additional security. These pedestals will be installed at the entrance of<br>the library. The system should have suitable number of I/O ports for Standard<br>electronic counter, web cam trigger, CCTV, Locking gates etc. The offer must be<br>complete in all respects and must include all the components required for the<br>functional of the system. Library security gate should have the following<br>specifications : |  |   |
|    | Specifications:   |  |   |
|    | Hardware  | Two pedestals (single corridor)<br>( <b>Optional :</b> Four pedestals)<br>13.56 MHz  |   |
|    | Frequency<br>Chip Compatibility<br>Gate Synchronization<br>Alarms   | ISO 15693/18000-3<br>RF protocol<br>Lights and Buzzer located at the top of  |   |
|    | People Counter  | pedestal.<br>Should count in and out traffic/bottom<br>embedded.   |   |
|    | Range<br>EAS System<br>Pedestal Spacing<br>Power Supply   | Minimum 36" on either side<br>Digital Signal Processor<br>36" between pedestals<br>240v±10%/ 50Hzs   |   |
| 5. | Shelf Management Reader   |  | 2 |
|    | Specifications:   |  |   |
|    | Hardware<br>Frequency<br>Chip Compliance<br>Maximum Input Power   | Handheld RFID reader + Antenna<br>13.56 MHz<br>ISO 15693/18000-3<br>1W   |   |
|    | Tag Reading Speed<br>Memory Card<br>Software  | 15 books/sec minimum<br>64-MB or more<br>Client software (Interface) to perform<br>Function like tagging; Check-out;<br>Check-in; Renewal; label monitoring;<br>sorting, searching etc |   |
|    |   | Should support existing LIBSYS software  |   |

| 6.  | Book Drop  |   | 1                   |
|-----|--|---|---------------------|
|     | Specifications:  |   |                     |
|     | Hardware   | RFID Reader + Antenna Book Drop<br>Enclosure Receiving Cart Slip Printer  |                     |
|     | RFID reader  | 13.56 MHz, ISO 15693/18000-3<br>compliant.  |                     |
|     | Book Drop  | Wood/ Plastic and should handle books smoothly  |                     |
|     | Receiving Cart<br>Printer  | Light weight<br>High Speed Thermal Slip Printer   |                     |
|     | Other features       Should support existing LIBSYS software         (All Civil Works will be done by University)  |   |                     |
| 7.  | RFID Membership Cards (Sm  | art Card)   | 8,000               |
|     | Specifications:  |   |                     |
|     |  |   |                     |
|     | Card Type<br>Frequency   | PVC ISO Size 54x85.6x0.76 mm Card (App.)<br>Standard ISO Credit Cards<br>13.56 MHz                                |                     |
|     | Chip Compliance  | ISO 15693/ISO 18000-3   |                     |
|     | Memory   | 1024 Bits Memory  |                     |
| 8.  | Other features Printer for printing on RFID I  | White Printable Surface   |                     |
| 0.  |  |   | 2                   |
|     | Specifications:  |   |                     |
|     | Print Method   | Dye-Sublimation / Resin Thermal Transfer  |                     |
|     | Resolution<br>Colors   | 300 dpi (11.8 dots/mm) continuous tone<br>Up to 16.7 million / 256 shades per pixel                               |                     |
|     | Print Speed<br>Card Sizes  | 35 seconds per card (Full Color)<br>CR-80 (3.370"L x 2.125"W / 85.6mmL x  |                     |
|     | Card Thickness   | 54mmW)<br>CR-79 Adhesive back (3.313"L x 2.063"W /<br>84.1mmL x 52.4mmW)<br>.009"040" / 9 mil - 40 mil / .229mm - |                     |
|     |  | 1.016mm<br>100 cards  |                     |
|     | Input Card Cartridge Capacity<br>Output Hopper Card Capacity   | Up to 30 cards  |                     |
|     | Software Drivers   | Windows® 2000 / XP / Server 2003/ Linux   |                     |
|     | Warranty   | should include printhead also   |                     |
| 9.  | Full color printer ribbon for th   | <u>ie above printer</u>   | 40                  |
| 10. |  | s software and fixing of tags to the documents,   | 2,00,000<br>Approx. |
|     | affixing library logo label over the tags & re-shelving them. Library Logo labels should be supplied by the bidder.  |   |                     |
| 11. | Installation and Commissionin  |   |                     |
|     | 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                                      |   |                     |
| 12. | for any number of users for two weeks.         Warranty         On-site warranty for at least 36 months from the date of putting the system into   |   |                     |
| 13. | operation  | al Pid  |                     |
|     | 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 $-I$ . |   |                     |
|     | 1) The bidder must have a automation in India.   | n experience of minimum 5 years in library  |                     |

| 2)  | The bidder must have supplied and commissioned RFID based solutions<br>in Libraries with not less than 2,00,000 document tagging using ISO-<br>18000-3 tags. A satisfactory installation certificate from the claimed<br>library to be attached with the technical bid. In no case a third party<br>certificate shall be accepted. The institute reserves the right to enquire<br>about the authenticity of information provided. |  |
|-----|---|--|
| 3)  | The bidder must be an Original Equipment Manufacturer (OEM) of RFID Hardware components or Authorized Distributor of OEM of RFID hardware Components or a System Integrator having experience in RFID Solutions in Libraries.   |  |
| 4)  | All the hardware quoted should be certified by ISO or its authorized agencies.  |  |
| 5)  | The hardware quoted should be from reputed brands such as Logitrack, Bibliotheque, Tagsys or 3M.  |  |
| 6)  | The RFID Devices should be integrated with the existing Library Management Software (LIBSYS).   |  |
| 7)  | Bidder should have local support in Pondicherry/Chennai/Bangalore.  |  |
| 8)  | 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.   |  |
| 9)  | A declaration on part of bidder (Annexure $-$ II) about the terms and conditions of the tender should be submitted.   |  |
| 10) | Necessary documents/certificates/brochures/leaflets in support of the eligibility criteria should be attached with the Technical Bid.   |  |
| 11) | Demand Drafts for the i) Tender Document Fee & ii) EMD in a 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, 3.30 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. 1,00,000/-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 RFID Systems |                         |  |
|--|-------------------------|--|
| T  |                         |  |
| То   |                         |  |
|  | 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 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.

#### 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 five 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.

## REGISTRAR

Date: 05.12.2011

Tender for Supply, Testing and Installation of Radio Frequency Identification (RFID) Devices and Tags and Integration of RFID System with Existing Library Management Software LIBSYS

| 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 library where RFID is installed along with the no. of books tagged and contact no. of the librarian | Use Separate Sheet if necessary. |
| 13.    | EMD Details<br>Amount<br>DD No and Date<br>Name of the Bank   |                                  |
| 14.    | Tender Document Fee Details<br>(if bid document is downloaded)<br>Amount<br>D.D No. and Date<br>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 ISO or its authorized agencies ?   |                                  |
| 17.    | Brand of the hardware quoted  |                                  |
| 18.    | Whether the hardware will be integrated with the existing LIBSYS software?  |                                  |
| 19.    | Whether quoted for all the items in the Tender?   |                                  |

## **DETAILS OF BIDDER**

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 authorized 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 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:

- 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