# PUNJAB BIOTECHNOLOGY INCUBATOR

**e-TENDER**

**for**

# Supply, installation, testing & commissioning Laboratory Equipment

## e-tender/PBTI/Proc/2021/01

**Regd. Office:** C-134, Industrial Focal Point, Phase-VIII, S.A.S. Nagar, (Mohali) - 160059
**Phone:** 0172 – 5020896, 5020892
**Website:**pbtilabs.com, **E-mail:** spo.dst.sasn@punjab.gov.in; purchase.pbti.dst@punjab.gov.in

**PUNJAB BIOTECHNOLOGY INCUBATOR**
*( Department of Science, Technology & Environment, GoP)*
C-134, Industrial Focal Point, Phase-VIII , SAS Nagar (Mohali)
Phone: 0172-5020596, 5020892
E-mail:spo.dst.sasn@punjab.gov.in, purchase.pbti.dst@punjab.gov.in

**NOTICE INVITING e-TENDER no. PBTI/Proc/2021/01**

1. Chief Executive Officer, Punjab Biotechnology Incubator (PBTI) hereby Invites e-tenders from manufacturers or their authorized distributors/dealers for the Supply, Installation, Testing and Commissioning of following Laboratory Equipment under two bid system:

| NIT no. | Name of the Equipment | Qty | Earnest Money (in INR) |
|---|---|---|---|
| e-tender/PBTI/PUR/2021/01 | Microwave Digestion System (MDS) | 01 | ***50,000.00*** |
| | pH & Conductivity Meter | 01 | ***10,000.00*** |
| | Flue Gas Analyser | 01 | ***18,000.00*** |

2. Further details regarding the eligibility criteria and other terms and conditions for the above tender are given in the Tender Document which can be downloaded from the website **https://eproc.punjab.gov.in** & **www.pbtilabs.com.** The tendering process shall be carried out online through **https://eproc.punjab.gov.in.** For any clarification/difficulty regarding e-tendering process, please contact 0172-2970263, 2970284.

The schedule of major activities in this regard is as under:

| Sale of Tender Document | Pre Bid Meeting | Last date and time for submission of online tenders | Date & time for Submission of Hard copies of Technical bids in the office of PBTI | Date, time and venue of Opening of Tender |
|---|---|---|---|---|
| **12.05.2021 to 02.06.2021** | **19.05.2021** | **02.06.2021** till 11.30 AM | **02.06.2021** till 03:00 PM in Purchase Section of PBTI | Technical Bids will be opened online on **02.06.2021** at 03:30 PM |

3. Corrigendum/Amendment, if any will be published on website therefore, please keep visiting our website https://eproc.punjab.gov.in.
4. Chief Executive Officer, PBTI reserves the right to accept or reject all or any of the tender bids without assigning any reason thereof.

**Store & Purchase Officer**
**For Chief Executive Officer**

 Signature & Stamp of Bidder

**IMPORTANT INSTRUCTIONS FOR FILLING AND SUBMISSION OF E-TENDER**

1. **This is an e-tender in which tenders are being invited online and it is mandatory to submit tender in Technical Bids – (Part-I) and Price bids (Part-II) online at https://eproc.punjab.gov.in by specified date and time. Though tender document is also available on the website of the Punjab Biotechnology Incubator (PBTI) i.e. www.pbtilabs.com, but that is just for information of prospective bidders. Online submission of bids through https://eproc.punjab.gov.in is mandatory.**
2. Bidder must deposit Earnest Money Deposited (EMD) online as per mode specified in the website **https://eproc.punjab.gov.in.** EMD in any other mode will not be accepted by this office.
3. No exemption from submission of EMD is available to any class or category of bidders. Bids for which EMD not received by PBTI shall be rejected straightaway.
4. EMD exemption allowed means if any bidder who wants to quote for single equipment out of three, then the bidder shall be able to submit EMD of equivalent amount.
5. Sealed Envelope containing Hard copies of technical bids (Part-I) only is also required to be submitted by the date and time specified in the Notice Inviting tenders.
6. **Pre bid meeting shall be held on 19.05.2021**
7. Tender document fee is to be deposited online.
8. The bidder shall read all the terms and conditions of the tender document thoroughly before submission of bids.
9. The rates are to be filled online in BoQ for the quoted items strictly as per unit pack size mentioned in the BoQ for the concerned item.

# CHECK LIST

**DULY FILLED CHECK LIST TO BE ATTACHED WITH THE TECHNICAL BID**

| | | |
|---|---|---|
| 1. | Whether Earnest Money Deposit (EMD) deposited online? | Yes/ No |
| 2. | Whether tender document fees for Rs.500/- also deposited online. | Yes/ No |
| 3. | Whether Technical specifications of the equipment attached. | Yes/ No |
| 4. | Whether one year Standard Warranty have been quoted along with the basic price? | Yes/ No |
| 5. | Whether AMC certificate duly filled in, signed & stamped attached? | Yes/ No |
| 6. | Whether duly signed and stamped certificate of guarantee/warranty of the equipment attached? | Yes/ No |
| 7. | Whether the split rates of each subunit are quoted? | Yes /No |
| 8. | Whether tender document along with all **Annexures (A to M/N/O)** duly signed by authorized signatory attached? | Yes/ No |
| 9. | Whether affidavit duly attested by Oath Commissioner/Executive Magistrate regarding non-black listing of supplier attached? | Yes/ No |
| 10. | Whether the list of institutions/organizations along with contact details of the user, where the quoted model of equipment/instrument has been supplied **(ANNEXURE J**) by the tenderer is attached? | Yes/ No |
| 11. | In case of a manufacturer, has the registration certificate been enclosed? | Yes/ No |
| 12. | In case of authorized agent/distributor whether certificate/ authorization letter for the same issued by the manufacturer attached? | Yes/ No |
| 13. | Whether catalogue of the equipment attached? | Yes/ No |
| 14. | In case of foreign suppliers quoting directly, whether, the name of Indian Agent mentioned? | Yes/No |
| 15. | Whether duly filled and signed compliance sheet (**Annexure-D)** attached? | Yes/ No |
| 16. | Whether copy of Pre installation (**Annexure-K)** requirement attached? | Yes/No |

**Signature of Authorized Signatory**

Phone: 0172 – 5020892-896, 5093595,
Tele Fax: 0172 – 5020895
Email : spo.dst.sasn@punjab.gov.in

# Punjab Biotechnology Incubator

**(Department of Science, Technology & Environment, GoP)**
C-134, Industrial Focal Point, Phase-VIII, SAS Nagar (Mohali)

## E-Tender for Supply, Installation, Testing and Commissioning of Laboratory Equipment

1. Online bids in two parts (two stages) will be received **till 02.06.2021** till 11:30 am for the **Supply, Installation, Testing and Commissioning of Laboratory equipment.**
2. The detailed technical specifications are given in **Annexure A.**
3. Only manufacturers or their authorized distributors/agents are eligible for tendering. All offers other than those from the manufacturers should be supported by an authority letter (**Annexure B** – Manufacturer's authorization form) from the manufacturer authorizing the supplier to tender on their behalf. In case of manufacturer a certificate or a copy thereof to the effect that the Bidder is a manufacturer of the equipment must be accompanied with the technical bid.
4. The bidder should not have been black listed at any time (supported by affidavit as per format given in **Annexure C**).
5. CEO, PBTI reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the bidders shall be required to supply the same at the rate quoted. PBTI also reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
6. If any information furnished by the bidder is, at any stage found to be incorrect, false or fabricated, the purchaser shall have the absolute right to forfeit E.M.D. and security deposits, in addition to cancellation of contract, forfeiting the warranty/performance Guarantees and other action in accordance with law, such as black-listing, risk & cost etc.
7. The tendering process shall be carried out online through ***https://eproc.punjab.gov.in.*** For any clarifications/difficulty regarding e-tendering process, please contact 0172-2970263, 2970284 or PBTI nos. 0172-5020896, 0172-5020892
8. Bidder must deposit tender document fees through online mode only on the web site www.eproc.punjab.gov.in.
9. At any time prior to the date of submission of bid, PBTI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and that will be binding on them. In order to give reasonable time to take the amendment into account in preparing their bids, PBTI may at its discretion, extend the date and time for submission of bids.
10. **Period for which the offer will remain open:** Bidders should keep their offers valid for acceptance for a period of **six months** from the date of opening of tender. In the event that the day upto which the offer is to remain open is declared holiday of PBTI, the offer shall remain open for the following working day.
11. A person signing the tender form or any other document forming part of the contract on behalf of another shall also **attach authorization** in his favour and if on enquiry it is found that the person

so signing had no authority to do so, the purchaser, may without prejudice to other civil and criminal remedies against the bidder, hold the signatory severely liable for all costs and damages and forfeit earnest money deposit.

12. Tenders not accompanied by detailed information as required, are liable to be rejected.
13. Each Page of the tender document including all annexures **duly stamped** and signed by the bidder, as a token of acceptance of terms & conditions of the tender must be submitted along with the bid.
14. The offer should be legibly typed or handwritten in English with no cutting/overwriting.
15. The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render the quotation liable for rejection.
16. Interested eligible bidders may obtain further information, if required, from the Store & Purchase Officer, PBTI Mohali.
17. The Bidder shall submit the bid in two parts as under : -
    - 17.1. **Part – I : Technical Bid**
    - 17.2. **Part - II : Price Bid**
18. **TECHNICAL BID**

    **Step – 1.** The bidder will get the registration done as specified in the publication notice.

    **Step – 2.** Purchase Tender Document by making online payment in respect of this tender Rs.500/-

    **Step – 3.** The bidder has to submit online scanned copies of the following documents.

    18.1. Compliance statement for the quoted item supported by original product catalogue/brochure/product literature clearly highlighting the specifications asked in the bid as per **Annexure D.** Only one model which the bidder feels conforms to the tender specifications should be quoted. Any alternative model should not be quoted and the bids of the bidders offering more than one model will be liable for rejection**.**

    18.2. Details of supplies done in the last three years with copies of purchase order and performance certificate issued by the clients in the format given in **Annexure -J**.

    **NOTE:** Hard copy of technical bid containing all the documents specified for technical bid (Part-1) shall also be submitted in a sealed envelope by **02.06.2021 till 03:00 PM** at the Reception of PBTI. Such sealed cover should be delivered by the specified time and date.
19. **Part-II: PRICE BID**

    The Tender shall duly fill up the rates for each item as per format of price schedule (**Annexure-L & Annexure-M/N/O**) on the website while submitting the bid on a specified format **on company's letter head as .pdf format.**
20. **Opening of bids**

    20.1. Online Technical Bids will be opened by the PBTI on 02.06.2021 at 03:30 PM.

    20.2. The date and time of opening of Part-II (Price Bid) will be intimated to the technically qualified bidders, will be informed on PBTI's website, which shall be opened on e-procurement portal of Govt. of Punjab. PBTI will have the right to decided date & time for opening of financial bids.

    20.3. Conditional/incomplete tenders or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.

21. **Tender Document Fees, Earnest Money Deposit and Performance Bond/Bank Guarantee:**
    a. The bidder quoting for supply of equipment should deposit Tender Fee of Rs.500/- online, **tender document fee cannot be clubbed with the amount of EMD**.
    b. The tenderer must deposit earnest money online. Earnest money in any other form will not be accepted.
    c. Bids for which Earnest money, as stated above or less than the amount stipulated, not deposited shall be rejected.
    d. Earnest money/security deposit/any other sums of the bidders lying with the PBTI in connection with any other tender/case will not be considered against this tender.
    e. The successful firm or his Agent will be required to furnish a performance guarantee bond in the shape of Performance Bank Guarantee (PBG) as per format given in **Annexure E** and **F** for an amount equivalent to 10% of the FOB value of the equipment towards execution of supply order and ensuring timely supplies/satisfactory installation and handing over the equipment in good working condition within stipulated period and for carrying out after sales services during warranty/guarantee period. The PBG should be submitted on satisfactory installation, testing & commissioning of the equipment but before the release of 10% payment. The performance bank guarantee should be valid for one year and to be extended annually at least 60 days before the end of its validity, till the end of the period of warranty period.
    f. The EMD of those bidders who have been disqualified in technical and financial bids shall be refunded.
    g. The EMD of successful bidders shall be refunded on receipt of PBG.
    h. The performance Bank Guarantee will be discharged by PBTI and returned to the supplier not later than 60 days following the date of completion of the supplier's performance obligations, including any warranty / AMC obligations.
    i. PBTI will not pay any interest on any deposit made by bidder in any form.
22. Duly filled compliance sheet as per **Annexure D** should be attached with the technical bid.
23. In case of violation of any of the terms & conditions, the earnest money of the bidders shall be forfeited in full besides other actions.
24. The CEO-PBTI reserves the right to reject the material if the same is not found conforming to the specifications, with further right to effect risk and cost purchase.
25. The bidders shall give a **list of Institutes/ organizations (**as per **ANNEXURE J)** along with contact details of user in India where their equipment has been installed. **PBTI reserves the right to inspect the equipment for its actual performance in any of the listed institutes**.
26. The financial bid for the items should be prepared as **per ANNEXURE M, N & O in PART – II of tender document.**
27. The rates should be quoted on As per **ANNEXURE M/N/O** (**CIF/CIP/FOR)**. PBTI may also go for domestic insurance from warehouse to warehouse. The complete description viz. make and model of the equipment and name of the manufacturer must be indicated clearly in the proforma invoice /quotation failing which the same shall be liable to rejection. However, quotation may be evaluated on **CIF/CIP/FOR** value.
28. PBTI is paying concessional Custom Duty & Excise duty as it is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption in terms of Government Notification No. 51/96–Customs dated 23.07.1996; No. 24/2007-customs dated 01.03.2007; No. 43/2017-customs dated 30.06.2017; No. 45/2017-CentralTax (Rate) & 47/2017-Integrated Tax (Rate) dated 14.11.2017; No. 9/2018-Central Tax (Rate), No. 09/2018-Union Territory Tax (Rate) & No. 10/2018-Integrated Tax (Rate) dated 25.01.2018 and State Tax (Rate).
29. The spare parts/wear & tear/consumables required for trouble free operation of equipment for 06 years after the expiry of guarantee/warranty period shall be quoted separately giving the full

nomenclature, rate, quantity and shelf life of each item. (**The cost of such spare parts/wear & tear consumables will not be considered while evaluating the quotations**).

30. In case no Indian Agency Commission is payable, then this fact must be very clearly mentioned in the proforma invoice.
31. The Tenderer firm should furnish along with the bid a **Certificate** that the Indian Agency commission shall be payable in Indian Rupees and that no Indian Agency Commission other than the stipulated in the proforma invoice is payable by the foreign manufacturers to Indian Agent.
32. The items which can/are to be procured indigenously may be listed separately.
33. **Where the equipment is composed of several subunit/component, the rate should be quoted for each subunit/component otherwise quotation is liable to be rejected.** PBTI reserves the right to increase or decrease the number of subunits/components and number of, equipment according to its requirements. The rates in ambiguous terms will render the quotation liable to rejection. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting.
34. The tenderer firm should **furnish along with the bid a Certificate** that the **rate quoted for the equipment mentioned in the proforma invoice are not more than the rates charged from any other Institution/organization/Departments.**
35. Conversion To Single Currency:
    a. To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in the amounts in various currencies to the Indian Rupees.
    b. The Bills selling market rate of exchange established by any Nationalized Bank of Chandigarh/Mohali for similar transactions as on the date of opening of Price Bid shall be used.
36. Change of Foreign Principal/Indian Agent:
    a. Merger/Acquisition of Foreign Principal: In case of merger of Foreign Principal with another firm or acquisition of foreign principal by another firm, it shall be obligatory for the new entity so formed after the merger or acquisition, as the case may be, to take over all duties and obligations/liabilities of the foreign principal. The new entity would post facto become liable for all acts of commission or omission on the part of Original Foreign Principal.
    b. Change of Indian Agent: In case the foreign principal wants to change his Indian agent he shall have to inform CEO-PBTI. It shall be obligatory for Foreign Principal to automatically transfer all the duties and obligations to the new Indian Agent failing which the Foreign Principal would post facto become liable for all acts of commission or omission on the part of new Indian Agent.
37. **Insurance**: **The Bidder will ensure that the equipment is properly insured for 110% of the CIF/CIP value to cover the transit up to site of installation of the equipment**.
38. The material found defective upon opening by the supplier representative in presence of Central stores personnel of PBTI will be lifted back at the cost and risk of the supplier. The material lying in the PBTI premises would be at supplier's risk and cost.
39. **Guarantee/Warranty**
    The bidder should attach duly signed and stamped certificate of guarantee/warranty as per **Annexure G** with the technical bid.
40. **Annual Maintenance Contract (AMC)**: In addition to quoting for the equipment, the tenderers are also requested to quote separately, the charges of **Service Contract** for a period of six years, for maintaining the equipment at PBTI after the expiry of the period of guarantee/warranty. The terms and conditions of the Service Contract are given in **Annexure H**.
41. It may be noted that AMC charges shall be considered along with the cost of equipment for the financial evaluation of the tender.

***NOTE: PBTI reserves the right to opt for AMC for maintenance of the equipment after the expiry of standard warranty i.e. One (01) year***

42. **Site Preparation**: The supplier shall inform PBTI about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Supplier must provide complete details regarding space and all infrastructural requirements needed for the equipment, which PBTI should arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to PBTI in the preparation of the site and other pre installation requirements (**Annexure – K**). Also, the tenderer is bound to supply all the operating and service manuals, circuit diagrams alongwith the equipment. **Wherever, available video of the functioning of the system should be provided.**
43. **Mode of Dispatch, Delivery, Installation, Commissioning and Acceptance of the equipment:**
    a. The equipment with all its accessories should be dispatched by air to Delhi (India).
    b. Best trade packing suitable for safe Rail/Road/Air transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.
    c. The Bidder is required to undertake to deliver, install the equipment at PBTI within **120 days** of the opening of Letter of Credit (LC). This stipulated period should be **strictly adhered** to for implementation.
    d. The total scope of work includes the supply, installation, satisfactory commissioning and testing of the equipment by the supplier, training at PBTI, method development and validation for parameters as mentioned in specifications at **Annexure A**. The duration for complete activity should not more than 180 days from the date of opening of LC.
    e. The acceptance of the equipment by PBTI shall be based on:
        i. Successful Demonstration of the system.
        ii. Satisfactory working of the equipment for 60 days after successful installation, commissioning of the system as tested by CEO-PBTI or his representative.
        iii. Training of PBTI personnel at PBTI.
        iv. Method development and validation as applicable as per **Annexure A** on the installed system by successful bidder.

    ***Note: PBTI reserves the right to place order on CIF/FOB/FOR basis. However, for evaluation of financial bids FOR charges shall be considered.***
44. **Penalty for delay in supplies / Installation:** In the event of delay in supply, installation, testing and commissioning of the equipment to the satisfaction of the PBTI beyond the stipulated date:
    a. The Bidder will inform PBTI well in advance in writing the reasons for delay in supply and/or installation of the equipment.
    b. PBTI shall have the right to recover PBTI shall have the right to recover liquidated damages at the rate of 2% of the CIF/FOB/FOR Value of the equipment per month or part thereof, by which the supplies or their satisfactory installation and commissioning is delayed subject to a maximum of 10%. Once the maximum is reached, PBTI may consider termination of the purchase order.

    ***Note: The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of CEO-PBTI.***
45. **Voltage Stabilizers, Isolation Transformers, UPS Systems and Protection against damages:** Technical specification of Voltage Stabilizers, Isolation Transformers, and UPS Systems etc. as may be required, should be provided along with the technical bid.

    The equipment must be capable of withstanding power failure and should not be prone to damage due to power failures and trip outs. The normal voltage and frequency conditions available at the site are as follows:

    Normal Voltage : 400V ± 10% 3 phase 4 wire system
    220V ± 10% single phase

Frequency : 50±5% Hz

46. **Payment terms:**

Prices are firm admitted no escalation except statutory variations during the original period of delivery.

**a. On Shipment:**

90% of the CIF/FOB/FOR value, excluding Indian Agency Commission shall be paid through irrevocable Letter of Credit (LC)/ Wire Transfer/ foreign draft/ draft at sight as applicable. In case of payment through Letter of Credit, all the Bank charges within India will be borne by PBTI and all bank charges outside India will be borne by the supplier.

**b. On Final Acceptance:**

Remaining 10% of the CIF/FOB/FOR value and actual freight and insurance upto PBTI, Mohali (in case of FOR), shall be released through Wire Transfer/foreign draft at sight, as applicable on submission of the following:

- Receipts of actual freight and insurance (limited to the estimated amount as mentioned in the Supply Order).
- Acceptance certificate issued by CEO - PBTI or his representative in the Performa given in **Annexure I**, inter-alia mentioning therein the date of completion of 60 days satisfactory and faultless functioning of the equipment and subject to other provisions of the agreement.
- Performance Bank Guarantee for an amount equivalent to 10% of the **CIF/FOB/FOR value of the equipment.**

47. **Payment of Indian Agency Commission:**

The PBTI shall release the Indian Agency Commission after 60 days of satisfactory and faultless functioning of the equipment supported by certificate from PBTI as per **Annexure I** and meeting any other requirements for payment of the Agency Commission except warranty obligations. The rate of exchange applicable for converting agency commission into equivalent Indian Rupees shall be the **T.T. selling rate** prevalent on the date of releasing the documents by the Bankers. The Indian Agency Commission, if any, will be paid in Indian Currency (INR).

48. **Training of Personnel: The supplier will be r**equired to **give an undertaking** to provide at its cost (including to and fro passage, boarding & lodging) technical training to personnel involved in the use of the equipment at site i.e. PBTI immediately after its installation. For this purpose the supplier's experts shall be required to operate and train the PBTI personnel at PBTI.

49. **Arbitration**

49.1. If at any time, any question, dispute or difference whatever shall arise between two parties upon or in relation to or in connection with this agreement, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators one to be nominated by the first party and the other to be nominated by the $2^{nd}/3^{rd}$ party. Such notice of the existence of any question, dispute or difference in connection with this Agreement shall be served by either party within one year of the occurrence of such dispute failing which all rights and claims under this Agreement shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference, the Arbitrators shall appoint / nominate an umpire. In the event of the Arbitrators not agreeing in their award, the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at **Chandigarh/Mohali (India).** The Arbitrators/Umpire shall give a reasoned award.

49.2. The provision of the Arbitration and Conciliation Act, 1996 or as at the relevant time and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this agreement.

49.3. Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the reasonable discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

49.4. Panel of arbitrators will be provided by PBTI out of which the bidder will have to select one.

49.5. The bidder shall have no objection if the officer who has dealt with the case at any stage is nominated as an arbitrator. Further, that one of the arbitrator's shall be Accounts Expert.

49.6. In case of vacancy being caused due to resignation, death or incapacity of the arbitrator(s) to function as such, the same shall be provided in the aforesaid manner and the new arbitrator(s) shall proceed from the stage at which vacancy is caused.

50. **Jurisdiction:**

The Courts of **Mohali** alone will have the jurisdiction to try any matter, dispute or difference between the parties arising out of this agreement/contract. It is specifically agreed that no Court outside and other than **Mohali** court shall have jurisdiction in the matter.

51. **Force Majeure:**

Any failure of omission or commission to carry out the provision of this contract by the supplier shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or nay pestilence or from civil strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reason beyond the supplier's control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

52. **Risk & Cost**

In the event of failure to carry out the contractual obligations, within the stipulated period or extended period and determination of the contract for any reason, violation of warranties etc. the PBTI shall have the right to carry out the unfinished obligation at the exclusive cost and risk of the bidder/firm, after due notice and the difference so accrued shall be recoverable from the bidder/firm.

**Authorized Signatory**

**For Punjab Biotechnology Incubator**

**Name of the Equipment : Microwave Digestion System (MDS)**
**Quantity : 01**

| | |
|---|---|
| System should be capable to do Digestion of different sample in different vessels in a single run. | |
| **Specifications** | |
| Main Unit | ○ Microwave power 1400W or more<br>○ Multiple sample digestion system- easy, safe and quick in handling.<br>○ Inbuilt cooling system<br>○ Capable of digestion, extraction and special operations<br>○ Watch method progress using graphic or alphanumeric screens<br>○ Pre-programmable methods including built-in library<br>○ Real-time graphic display of temperature & pressure profiles<br>○ Built in IR sensor for reaction control |
| Pressure vessel system | High pressure vessels capable of digesting Food (high fat/high moisture/others), plastics, oil, minerals, and metals.<br>○ Suitable rotor to accommodate 24 or more high pressure vessels with continuous IR based temp. measurement of all sample vessels<br>○ Vessels should be able to withstand pressure of 35 bar or better<br>○ Maximum temperature resistance: 250$^{o}$C or better<br>○ Filling capacity upto 40 mL or better<br>○ Vessels should be suitable for hydrofluoric acid based digestions and routine digestions without corrosive acids |
| Accessories | ○ All accessories like liner stand, consumables for vessels, Seal forming device, weighing scoops should be a part of the standard supply. |
| Data Collection Software | Software to visualize all recorded run data and to display reaction graphs online on a PC, with all communication interface elements to PC |
| Documents | ○ User Manuals of complete system to be provided<br>○ Library CD for the quoted model as per PBTI application to be provided<br>○ Relevant Application notes should be attached with the technical bid |
| **Other Requirements** | |
| On site **IQ, OQ, PQ** of instrument along with document. | |
| **Training** | Satisfactory technical and application training to the personnel at the site immediately after its installation. |
| ○ The system should be quoted with all accessories required to make it fully operational. | |
| **Optional**<br>Complete list of consumables with part no. and rate should be given. | |

**Name of the Equipment : pH & Conductivity Meter**
**Quantity : 01**

| | |
|---|---|
| **pH** | |
| Range | -2.0 to 19.999 |
| Resolution | 0.001 or better |
| Accuracy | ± 0.002pH or better |
| Slope | 80 to 120% |
| Temperature Range | 0 to 99.9°C or better |
| Calibration | Auto-calibration with buffer recognition and Printout of calibration report |
| **mV** | |
| Range | -1999 to +1999 |
| Resolution | 0.1 mV or better |
| Accuracy | ± 0.2mV or better |
| **Conductivity** | |
| Range | 0.01µS/cm to 1000mS/cm or better |
| Resolution | ± 0.01 or better |
| Accuracy | ± 0.5% or better |
| **Conductivity Temperature** | |
| Range | 0 to 99.9°C or better |
| Resolution | ±0.1°C or better |
| Accuracy | ±0.2°C or better |
| TDS | 0.01 mg/l to 1000 g/l or better |
| Resistivity | 0.0 to 20.0 MΩ cm or better |
| Salinity | 0.00 to 80 ppt or better |

- Should have Conductivity Cell to cover the entire conductivity range mentioned above.
- System should be Expandable to Ion Meter.
- Should have 5 point or more calibration for pH, 2 point or more calibration for conductivity as well as User – defined Calibration provision with actual Standards.
- System should be GMP/ GLP Compliant.
- Should be quoted with suitable printer
- Should have password protection.
- Should provide IQ/OO/PQ
- Should provide Operational Manual along with system
- Buffers 1.6, 4.0, 7.0, 9.0, 12.45 should be provided
- Onsite calibration with traceable reference material at the time of installation by the supplier

**Name of the Equipment : Flue Gas Analyser**
**Quantity : 01**

<table>
<tr><th>S.No.</th><th>Specification</th><th>Requirement</th></tr>
<tr><td>1.</td><td>Gases to be measured</td><td>CO, O2, CO2, NO, NO2, SO2 Excess air and combustion efficiency</td></tr>
<tr><td>2.</td><td>Sensors/Principal of measurement</td><td>IR or Electro-chemical Sensors with high accuracy and life span of 3 to 5 years ( CO, O2, CO2, NO, NO2, SO2) should be measured directly with respective individual sensors.)</td></tr>
<tr><td>3.</td><td>Gas Flow</td><td>1 to 2.5 litres/min</td></tr>
<tr><td>4.</td><td>Temperature Measurable</td><td>1200$^{o}$ C</td></tr>
<tr><td>5.</td><td>Operating Temperature</td><td>0-50 $^{o}$ C (The instrument should be capable to handle high temperature through inbuilt dilution system/cooling system for accurate measurement).</td></tr>
<tr><td>6.</td><td>Power Supply</td><td>Battery operated along-with built in charger on Mains 230 V $\pm$ 10 VAC, 50 Hz $\pm$ 3%</td></tr>
<tr><td>7.</td><td>Flue Gas Probe</td><td>1 meter long Suitable metallic probe to withstand 1200$^{o}$C temp with insulated handle along with 3 meter sampling hose</td></tr>
<tr><td>8.</td><td>Pre Programming</td><td>For Natural Gas, light Oil, heavy Oil, LPGs, Propane, Butane, Coke, Coal etc.</td></tr>
<tr><td>9.</td><td colspan="2">Parameter wise Specification
<table>
<tr><th>S.No</th><th>Parameter</th><th>Resolution</th><th>Range</th><th>Detection</th></tr>
<tr><td>1.</td><td>Flue Gas Temperature</td><td>0.1 $^{o}$C</td><td>0-1200 $^{o}$C</td><td>Sensor</td></tr>
<tr><td>2.</td><td>Oxygen ($O_2$)</td><td>0.1%</td><td>0-25%</td><td>Sensor</td></tr>
<tr><td>3.</td><td>Carbon Monoxide (CO)</td><td>1 ppm</td><td>0-10,000 ppm or more</td><td>Sensor</td></tr>
<tr><td>4.</td><td>Nitric Oxide (NO)</td><td>1 ppm</td><td>0-4000 ppm</td><td>Sensor</td></tr>
<tr><td>5.</td><td>Nitrogen Dioxide (NO2)</td><td>0.1 ppm</td><td>0-500 ppm</td><td>Sensor</td></tr>
<tr><td>6.</td><td>Sulphur Dioxide (SO2)</td><td>1 ppm</td><td>0-5000 ppm</td><td>Sensor</td></tr>
<tr><td>7.</td><td>Carbon Dioxide ($CO_2$)</td><td>0.01%</td><td>0 to +50 Vol.%$CO_2$</td><td>NDIR</td></tr>
</table></td></tr>
<tr><td>10.</td><td>Software/Operator</td><td>Easy to handle Key Board operated and user friendly. Data format transferable to user software.</td></tr>
<tr><td>11.</td><td>Weight</td><td>Light Weight / Portable</td></tr>
<tr><td>12.</td><td>Certificate</td><td>Instrument must have certified from USEPA/CPCB</td></tr>
<tr><td>13.</td><td>Documents</td><td>The instrument should be provided with operational, service manuals and calibration certificates</td></tr>
<tr><td>14.</td><td>Storage cum Transport case</td><td>Suitable case for safe and tidy storage and transport of analyzer.</td></tr>
<tr><td>15.</td><td colspan="2">The Instrument should be capable of displaying results various units.</td></tr>
<tr><td>16.</td><td colspan="2">Large color graphic display with application - specific menu and the display unit is integrated with analyzer</td></tr>
<tr><td>17.</td><td colspan="2">Instrument has an integrated moisture removal system to ensure that gas is completely dry before entering the analyzer</td></tr>
<tr><td>18.</td><td colspan="2">Instrument should have automatic fresh rinsing and zeroing the system.</td></tr>
<tr><td>19.</td><td colspan="2">Instrument will measure ambient & Flue Gas Temperature.</td></tr>
<tr><td>20.</td><td colspan="2">The system should have internal memory storage capacity of minimum 1000 tests.</td></tr>
<tr><td>21.</td><td colspan="2">The instrument should be provided with all necessary cables, chargers, and batteries accessories etc which ever are required to carry out flue gas monitoring.</td></tr>
<tr><td>22.</td><td colspan="2">The instrument should have RS 232/USB port along with cable for transfer of data to external storage device.</td></tr>
<tr><td>23.</td><td colspan="2">The system should be capable of measuring drift & differential pressure and Flue Gas & Ambient Air temperature</td></tr>
<tr><td>24.</td><td colspan="2">Accessories provided: moisture trap filter, dust trap filters, and paper rolls – 20 each.</td></tr>
<tr><td>25.</td><td colspan="2">The instrument should be supplied with inbuilt printer</td></tr>
</table>

 Signature & Stamp of Bidder

**ANNEXURE: B**

## FORMAT FOR MANUFACTURER'S AUTHORIZATION FORM

To,

**PUNJAB BIOTECHNOLOGY INCUBATOR**
(Department of Science, Technology & Environment, GoP)
C-134, Industrial Focal Point, Phase-VIII,
S.A.S. Nagar (Mohali) - 160 059

Dear Sir,

Sub. : Tender for _____

We, _____, who are established and reputed manufacturers of _____, having factories at _____, hereby authorize M/s. _____ [*name* & address of agents/distributors] to bid, negotiate and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender/ Agreement negotiated by M/s _____, jointly and severely.

No company or firm or individual other than M/s _____ _____ are authorized to bid, negotiate and conclude the order in regard to this business against this specific tender as for all business in the entire territory of India.

An agency commission of _____ % included in the FOB price is payable to M/s _____ .

We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

1. _____
2. _____
   *[specify in detail manufacturer's responsibilities]*

The services to be rendered by M/s. _____ _____ are as under :

i) _____

ii) _____
*[specify the services to be rendered by the agent/distributor]*

In case duties of the agent/distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours faithfully,

[name]
for and on behalf of M/s. _____
[*name of manufacturer*]

**Note:** This letter of authorization should be on the **letterhead of the manufacturing concern and** should be **signed by a person competent and having the power of attorney to bind the manufacturer.**

**ANNEXURE: C**

**FORMAT FOR NON BLACKLISTING OF SUPPLIER**

I/ We _____Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body. Any partner or shareholder thereof is not directly or indirectly connected with or has any subsisting inters in business of my/our firm.

DEPONENT

Address _____

_____

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Dated: DEPONENT

**(Note: To be furnished on non-judicial stamp paper duly attested by the Executive Magistrate/Notary Public/Oath Commissioner.)**

**ANNEXURE: D**

**COMPLIANCE SHEET**

| ***Specifications as per indent (point wise)*** | ***Compliance of the quoted model*** | **Compliance of alternate model, if any** | ***Remarks (Deviations)*** |
|---|---|---|---|
| | | | |

*Place:*

*Signature and seal of the Manufacturer/Bidder*

*Date:*

***NOTE:***

1. ***Compliance statement should be supported with the printed catalogue mentioning page number and clearly highlighting the required tender specifications in the catalogue.***

2. *Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations"*

Furnishing of wrong statement may lead to debar from the future purchases of **PBTI,** Mohali.

**ANNEXURE: E**

**FORMAT FOR PERFORMANCE BOND / GUARANTEE**

**(Undertaking from the supplier on a Non Judicial Stamp Paper of Rs. 5/- duly attested by Notary)**

In consideration for the Chief Executive Officer (CEO), Punjab Biotechnology Incubator (PBTI), Mohali *(hereinafter called PBTI)* having agreed to release the 100% payment of net CIF/FOR value as per terms and conditions of a concluded Order No. _____ dated _____ *(hereinafter called 'the order')* for supply of _____ *(hereinafter called 'the equipment')* to us Messrs _____ _____ *(hereinafter called 'the supplier')* on submission of a Performance Bond to the satisfaction of PBTI for the due performance of the said order.

We, Messers _____ hereby submit the FDR/TDR No. _____ issued by _____ (Name of Bank) for Rs._____ pledged in favour of CEO, PBTI as performance guarantee amount and hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by PBTI by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of PBTI in terms of the order.

We, the supplier, do hereby authorize CEO, PBTI to forfeit this Performance Guarantee amount / undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the PBTI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the PBTI by reason of any breach by us of any of the terms and conditions contained in the said order or by reason of our failure or omission or negligence to perform the said order or any part thereof.

We, the Supplier, undertake to pay to PBTI any amount so demanded by PBTI, notwithstanding,

**a)** any dispute or difference between PBTI and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto **or**

**b)** the invalidity, irregularity or unenforceability of the order **or**

**c)**any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of PBTI to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Supplier, further agree that the performance Bond/ Guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the PBTI under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the CEO, PBTI certifies that terms and conditions of the said order have been fully and promptly carried out by us and accordingly discharges this Performance Bond/ Guarantee.

We, the Supplier, further agree with PBTI, that PBTI 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 said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the PBTI against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to us or for any forbearance, act or omission on the part of PBTI or any indulgence by PBTI to us or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Performance Bond / Guarantee will not be discharged due to the change in the constitution of the supplier.

We, the Supplier, undertake not to revoke this Performance Bond / Guarantee except with the prior consent of PBTI in writing.

The disputes relating to this Bank Performance Bond / Guarantee shall be resolved as per the terms and conditions of the order.

Signature and seal of the supplier

Place
Date

**ANNEXURE: F**

**FORMAT FOR PERFORMANCE BOND (BANK GUARANTEE)**

In consideration for the Chief Executive Officer (CEO), Punjab Biotechnology Incubator (PBTI), Mohali *(hereinafter called PBTI)* having agreed to release the 100% payment of net CIF value as per terms and conditions of a concluded Order No. _____ dated _____ *(hereinafter called 'the order')* for supply of _____ *(hereinafter called 'the equipment')* to Messrs _____ _____ *(hereinafter called 'the supplier')* on submission of a Bank Guarantee to the satisfaction of PBTI for the due performance of the said order.

We, _____ *(hereinafter called 'the Bank')* at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by PBTI by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of PBTI in terms of the order.

We, the Bank do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from PBTI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by PBTI by reason of any breach by the said supplier of any of the terms and conditions contained in a said order or any part thereof. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

We, the Bank, undertake to pay to PBTI any amount so demanded by PBTI, notwithstanding,

a) any dispute and difference between PBTI and supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or
b) the invalidity, irregularity or unenforceability of the order or
c) any other circumstances which might otherwise constitute discharge of this guarantee, including any act of omission or commission on the part of PBTI to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the Bank, further agree that the guarantee herein contained shall continue and remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of PBTI under or by virtue of the said order have been fully paid and its claims satisfied or discharged or till the office of the Chief Executive Officer, Punjab Biotechnology Incubator confirms that the terms and conditions of the said order have been fully and promptly carried out by the said supplier and accordingly discharge this guarantee.

We, the Bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of PBTI, exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the bank hereunder remain owning and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or

otherwise. We, the Bank, will not counter claim or set off against its liabilities to PBTI hereunder any sum outstanding to the credit of PBTI with it.

We, the Bank, further agree with PBTI, that PBTI 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 said order or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the PBTI against the said supplier and forbear or enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of PBTI or any indulgence by PBTI to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in constitution of the Bank or the supplier.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of PBTI in writing.

The disputes relating to this Bank Guarantee shall be resolved as per the terms and conditions of the order.

Signature and seal of the bank

Place

Date

**ANNEXURE: G**

**CERTIFICATE OF GUARANTEE/WARRANTY**

i. I/We certify that the guarantee/warranty shall be for a period of 12 months starting from the date of satisfactory installation, commissioning and handing over of the equipment and of the works conducted therewith covered under the Supply order in working order. During the guarantee/warranty period, I/we shall provide free "after sale service" and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee/warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 60 days at PBTI premises. The benefit of change in dates of the guarantee/warranty period shall be in the interest of the use/your organization.

ii. During the warranty period, we shall provide at least **3 preventive maintenance visits**.

iii. Uptime Guarantee: During the guarantee/warranty period, we will be responsible to maintain the equipment in good working conditions for a period 328 days (i.e. 90**% uptime**) in a block of 365 days.

   a. All the complaints will be attended by us within 2 working days of receipt of the complaint in our office.
   b. In case there is delay of more than 2 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.
   c. **Penalty**: We shall pay a penalty equivalent to **0.5 % of the FOB/FOR** value of the equipment for every week or part thereof delay in rectifying the defect.

***Note: The right to accept the reason (s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of CEO-PBTI***

iv. We undertake that all the spares/consumables related to equipment & exclusively supplied by manufacturer/supplier of the equipment shall be covered under warranty/extended warranty. Nothing shall be payable on account of these items during warranty/extended warranty by PBTI.

v. We certify that the equipment being/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the organization informed of any update of the equipment over a period of 5 years.

vi. We guarantee that in case we fail to carry out the maintenance within the stipulated period, PBTI reserves the right to get the maintenance work carried out at our risk, cost and responsibility. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.

vii. We shall try to repair the equipment at PBTI premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at PBTI. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the PBTI after repairs Any loss of equipment or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to PBTI for such losses at the CIF/FOR value for the damaged/lost equipment/part, including accessories.

viii. We undertake to perform Quality check after every major repair/breakdown/taking the equipment for repair out of **PBTI's** premises.

ix. In case of extended guarantee/warrantee, we undertake to carry out annual calibration/IPV of the equipment.

x. We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

xi. We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.

xii. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

xiii. We undertake to provide PM kit as per requirement to meet uptime guarantee condition.

1. Authorized signatory
(with seal)

Date

Place

2. Authorized signatory

**ANNEXURE: H**

## TERMS AND CONDITIONS OF THE SERVICE CONTRACT

i. During the service contract period, the firm shall provide at least 3 preventive maintenance visits per year and attended to all emergent and break-down calls.

ii. The service contract charges must be quoted separately for each year strictly as under and quoting of rates in ambiguous terms or in percentage terms etc. shall render the tender liable to rejection :

(Rates to be Quoted in Price-bid only)

| | | |
|---|---|---|
| Rate for 1st year | = | ..... (Rupees in words) |
| Rate for 2nd year | = | ..... (Rupees in words) |
| Rate for 3rd year | | ..... (Rupees in words) |
| Rate for 4th year | **To Be Quoted in Price Bid** | ..... (Rupees in words) |
| Rate for 5th year | = | ..... (Rupees in words) |
| Rate for 6th year | = | ..... (Rupees in words) |

iii. The service contract charges should be quoted for services including Annual calibration/Instrument Performance Verification (IPV) of the equipment with traceable standards, Preventive Maintenance (PM) kit & standards etc, wherever applicable alongwith travel cost etc. and should not include the cost of any replacement parts/components which shall be arranged by the **PBTI** at its own cost.

iv. In each block of 365 days during the entire service contract period the firm will be responsible to maintain the equipment in good working condition for a period 328 days (i.e 90% uptime). The time taken by the PBTI in providing to the firm the spare parts shall not count towards the down time. All the complaints will be attended by the firm within 2 days of the dispatch of the complaint to their office. In case there is delay of more than 2 days in attending to a complaint then the number of days in excess of the permissible response time shall be counted in the downtime. In case total downtime exceeds the permissible downtime a fine equivalent to double the service contract charges shall be recovered from the firm on per day basis.

v. The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of CEO-PBTI.

vi. We undertake to carry out annual calibration of the equipment.

vii. We undertake to perform Quality check after every major repair/breakdown/taking the equipment for repair out of **PBTI** premises.

viii. The replaced parts shall remain the property of the PBTI.

ix. The firm shall try to repair the equipment at PBTI itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at PBTI. The firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over the purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the PBTI for such losses at FOB/FOR value of the damaged/lost equipment/part including accessories.

x. During the service contract period the parts/components that may be needing replacement shall made available by the PBTI at their own expenses and all import formalities, payment of custom duty etc., shall be complied with/borne by the PBTI.

xi. All service contract charges will be invoiced twice in each year. The payment of the invoice will be made afterwards.

xii. No price revisions will be accepted by the PBTI during the entire tenure of the service contract agreement.

xiii. We undertake to provide PM kit as per requirement to meet uptime condition of the tender.

xiv. We undertake that equipment/accessories of Third party supplied alongwith the main equipment shall be covered under AMC/CMC of the main equipment.

**ANNEXURE: I**

**PROFORMA OF CERTIFICATE OF SUCCESSFUL COMMISSIONING OF THE EQUIPMENT**
**(To be issued by PBTI)**

No._____ Dated _____

To

M/s _____
_____
_____

**Subject: Certificate of installation/ commissioning of equipment and its satisfactory and faultless functioning for 60 days after installation / commissioning.**

1. This is to certify that the equipment(s) as detailed below has/have been received in good condition along with all the standard and special accessories and a set of spares (subject to remark in para no. 2) in accordance with the purchase order/technical specifications. The same has been installed and commissioned.

   a. Supply order No._____dated_____
   b. Description of the equipment(s)
   c. Quantity
   d. Invoice No._____Date_____ Amount _____
   e. Sr. No. of the equipment(s)
   f. Date of installation/commissioning
   g. Date of completion of training(s)
   h. Date of completion of IQOQPQ
   i. Date of completion of 60 days of satisfactory and faultless functioning of equipment

2. Details of accessories/spares not yet supplied and recoveries to be made on the account.

| Sr. No. | Description of item | Quantity | Amount to be recovered |
|---|---|---|---|
| | | | |

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)

4. This will be without prejudice to the recoveries/penalties/liquidated damages which become payable due to omission or commission on the part of the Second and Third Party as per the Agreement. Supply Order and LC.

**ANNEXURE: J**

**PROFORMA FOR USER LIST OF QUOTED MODEL**

| Name & full address of purchaser | Purchase Order No. & Date | No. of Units (Qty.) | Date of Installation | Contact person with cell, phone and email id |
|---|---|---|---|---|
| | | | | |

Signature & Seal of the bidder

Place: _____
Date: _____

**ANNEXURE: K**

## FORMAT FOR PRE-INSTALLATION REQUIREMENT (PIR)

| Sr. no. | Parameters | Requirement |
|---|---|---|
| 1 | Power Load | |
| 2 | No. of sockets – 6 Amp | |
| 3 | No. of sockets – 16 Amp | |
| 4 | No. of sockets – any other | |
| 5 | Earthing | |
| 6 | Water supply | |
| 7 | Gas supply/ Paneling | |
| 8 | Exhaust system | |
| 9 | Table dimensions | |
| 10 | Room environment conditions | |
| 11 | UPS | |
| 12 | Any other | |

The bidder is required to enclose a copy of detailed PIR along with the technical bid.

# PART - II

# PRICE BID



Signature & Stamp of Bidder

**ANNEXURE: L**

**PRICE BID**
**(on company's letter head)**

**1. Equipment Price :**

Name of the Equipment _____
Name of the Manufacturer _____
Make of the Equipment _____
Model Number _____
County of Origin _____

| Sr. No. | Item | Rate Per Unit |
|---|---|---|
| 1. | Cost of the equipment (***FOB value** including Indian Agency Commission) | |
| 2. | Estimated Packing Forwarding etc. | |
| 3. | Air freight, Insurance charges etc. | |
| 4. | Total **CIF/CIP value** (upto Delhi Airport) | |
| 5. | Percentage Indian Agency Commission **(IAC)** payable to the Indian Agent, **if any**. | |
| 6. | **F.O.R. charges** (Loading, transportation, insurance & unloading) upto site (In RS.) | |

**Note:**

* To be supported with separate sheet duly typed and signed on the letter head of company/firm indicating details i.e. different parts of equipment (if any) with number, name and price of each part (Total to be put in the 'Rate Per Unit' column against FOB value). **Only net rates (after discount) should be quoted**.

**Annual Maintenance Contract Charges: (after the expiry of Standard warranty)**

(AMC Charges for a period of 6 years to be quoted in Indian Rupees)

Rate for 1st year _____ Rs. _____
Rate for 2nd year _____ Rs. _____
Rate for 3rd year _____ Rs. _____
Rate for 4th year _____ Rs._____
Rate for 5th year _____ Rs. _____
Rate for 6th year _____ Rs. _____

**To Be Quoted in Price Bid**

**This is certified that the rates quoted above are not more than the rates charged from any other Institution/Department/Organization**.

**SIGNATURE OF AUTHORIZED SIGNATORY**

**NOTE:**

**1. TAXES AND OTHER LEVIES, IF ANY, ARE TO BE CLEARLY SPECIFIED IN THE BID.**

**Where the equipment is composed of several subunit/component, the details containing the rates for each sub-unit/component shall be attached alongwith the Price-bid format otherwise quotation is liable to be rejected**

**ANNEXURE: M**

| PUNJAB BIOTECHNOLOGY INCUBATOR | | | | | | |
|---|---|---|---|---|---|---|
| **COMMERCIAL BID FORMAT - MICROWAVE DIGESTION SYSTEM** | | | | | | |
| Name of the Equipment : | | | | | | |
| Name of the Manufacturer : | | | | | | |
| Make of the Equipment : | | | | | | |
| Model Number : | | | | | | |
| **Particulars** | **Qty** | **Rate in INR** | **GST %** | **Rate in USD** | **Rate in EUR** | **Rate in UKP** |
| **Microwave Digestion System capable to do Digestion of different sample in different vessels in a single run.** | | | | | | |
| **Complete System** (as per tender Specifications) | | | | | | |
| Pressure vessel system | | | | | | |
| **Accessories -** All accessories like liner stand, consumables for vessels, Seal forming device, weighing scoops should be a part of the standard supply. | | | | | | |
| **Data Collection Software -** Software to visualize all recorded run data and to display reaction graphs online on a PC, with all communication interface elements to PC | | | | | | |
| **On site IQ, OQ, PQ** | | | | | | |
| **Training** - Satisfactory technical and application training to the personnel at the site immediately after its installation. | | | | | | |
| 1st Year AMC Rates | | | | | | |
| 2nd Year AMC Rates | | | | | | |
| 3rd Year AMC Rates | | | | | | |
| 4th Year AMC Rates | | | | | | |
| 5th Year AMC Rates | | | | | | |
| 6th Year AMC Rates | | | | | | |
| **Total Value** | | **0.00** | | **0.00** | **0.00** | **0.00** |
| Estimated Packing Forwarding etc. | | | | | | |
| Air freigh, Insurance Charges etc. | | | | | | |
| **Total CIF/CIP Value (Upto Delhi Airport)** | | **0.00** | | **0.00** | **0.00** | **0.00** |



Signature & Stamp of Bidder

| | | | | | |
|---|---|---|---|---|---|
| Percentage of Indian Agency Commission (IAC) payable to the Indian Agent, if any | | | | | |
| F.O.R. Charges (Loading, transportation, insurance & Unloading) upto site (In INR) | | | | | |
| **Total FOR Amount** | **0.00** | | **0.00** | **0.00** | **0.00** |

**NOTE : -**

1. Customs Clearance shall be done by PBTI.
2. Bidder must quote amount in the given cells, if amount against any cell is included bidder should put Zero value.
3. Taxes must be mentioned, if it is not mentioned, the same may be treated as included.

**Company Name**

**Stamp**

**ANNEXURE: N**

| PUNJAB BIOTECHNOLOGY INCUBATOR | | | | | | |
|---|---|---|---|---|---|---|
| **COMMERCIAL BID FORMAT - pH and Conductivity Meter** | | | | | | |
| Name of the Equipment : | | | | | | |
| Name of the Manufacturer : | | | | | | |
| Make of the Equipment : | | | | | | |
| Model Number : | | | | | | |
| **Particulars** | **Qty** | **Rate in INR** | **GST %** | **Rate in USD** | **Rate in EUR** | **Rate in UKP** |
| **pH & Conductivity Meter** (As per Tender Specifications) | | | | | | |
| Suitable printer | | | | | | |
| IQ, OQ, PQ | | | | | | |
| Buffers 1.6, 4.0, 7.0, 9.0, 12.45 should be provided | | | | | | |
| 1st Year AMC Rates | | | | | | |
| 2nd Year AMC Rates | | | | | | |
| 3rd Year AMC Rates | | | | | | |
| 4th Year AMC Rates | | | | | | |
| 5th Year AMC Rates | | | | | | |
| 6th Year AMC Rates | | | | | | |
| **Total Value** | | **0.00** | | **0.00** | **0.00** | **0.00** |
| Estimated Packing Forwarding etc. | | | | | | |
| Air freigh, Insurance Charges etc. | | | | | | |
| **Total CIF/CIP Value (Upto Delhi Airport)** | | **0.00** | | **0.00** | **0.00** | **0.00** |
| Percentage of Indian Agency Commission (IAC) payable to the Indian Agent, if any | | | | | | |
| F.O.R. Charges (Loading, transportation, insurance & Unloading) upto site (In INR) | | | | | | |
| **Total FOR Amount** | | **0.00** | | **0.00** | **0.00** | **0.00** |

**NOTE : -**

1. Customs Clearance shall be done by PBTI.
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**Company Name**
**Stamp**

**ANNEXURE: O**

| PUNJAB BIOTECHNOLOGY INCUBATOR | | | | | | |
|---|---|---|---|---|---|---|
| **COMMERCIAL BID FORMAT - Flue Gas Analyser** | | | | | | |
| Name of the Equipment : | | | | | | |
| Name of the Manufacturer : | | | | | | |
| Make of the Equipment : | | | | | | |
| Model Number : | | | | | | |
| **Particulars** | **Qty** | **Rate in INR** | **GST %** | **Rate in USD** | **Rate in EUR** | **Rate in UKP** |
| **Main System Capable to measure : CO, O2, CO2, NO, NO2, SO2 Excess air and combustion efficiency** (As per Tender Specifications) | | | | | | |
| **Software/Operator:** Easy to handle Key Board operated and user friendly. Data format transferable to user software. | | | | | | |
| Storage cum Transport case: Suitable case for safe and tidy storage and transport of analyzer. | | | | | | |
| Moisture trap filter **- 20 No.** | | | | | | |
| Dust trap filters **- 20 No.** | | | | | | |
| Paper rolls **– 20 No.** | | | | | | |
| 1st Year AMC Rates | | | | | | |
| 2nd Year AMC Rates | | | | | | |
| 3rd Year AMC Rates | | | | | | |
| 4th Year AMC Rates | | | | | | |
| 5th Year AMC Rates | | | | | | |
| 6th Year AMC Rates | | | | | | |
| **Total Value** | | **0.00** | | **0.00** | **0.00** | **0.00** |
| Estimated Packing Forwarding etc. | | | | | | |
| Air freigh, Insurance Charges etc. | | | | | | |
| **Total CIF/CIP Value (Upto Delhi Airport)** | | **0.00** | | **0.00** | **0.00** | **0.00** |
| Percentage of Indian Agency Commission (IAC) payable to the Indian Agent, if any | | | | | | |



Signature & Stamp of Bidder

| | | | | | |
|---|---|---|---|---|---|
| F.O.R. Charges (Loading, transportation, insurance & Unloading) upto site (In INR) | | | | | |
| **Total FOR Amount** | **0.00** | | **0.00** | **0.00** | **0.00** |

**NOTE : -**

1. Customs Clearance shall be done by PBTI.
2. Bidder must quote amount in the given cells, if amount against any cell is included bidder should put Zero value.
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**Company Name**

**Stamp**