Pt. Ravishankar Shukla University, Raipur

TENDER NOTICE

No: PRSU/SLS/CTC-01/17

Dated: 14.02.2017

Separate sealed tenders are invited from reputed registered firms/ manufacturers/ authorized dealers for the supply of equipments and accessories as detailed in Annexure-I, funded by the UGC under XII FYP to the Center for Translational Chronobiology, School of Life Sciences on the campus of Pt. Ravishankar Shukla University, Raipur, Chhattisgarh.

The detailed tender form, can be downloaded from university web site <u>www.prsu.ac.in</u>. Completed tenders should be submitted along with tender cost of rupees one thousand and EMD @ 3% of the quoted amount for each item by way of two separate Demand Drafts in favour of the **Registrar**, Pt. Ravishankar Shukla University, Raipur – 492 010 payable at **State Bank of India**, **RSU** branch.

The mode of procurement unless otherwise specifically stated shall follow GFR norms.

Last date and time for the receipt of completed tenders: 4.00 P.M. on 25.02.2017.

Date and time of opening of Technical Bids: 11.30 A.M. on 27.02.2017.

Venue: Office of the Registrar of Pt. Ravishankar Shukla University, Raipur – 492 010

Technically qualified tenders alone will be considered for financial bid.

Date and time of opening of the Financial Bid shall be on the same day after one hour of opening of Technical Bids: 12.30 P.M. on 27.02.2017.

Venue: Office of the Registrar of Pt. Ravishankar Shukla University, Raipur - 492 010

ATTACHMENTS /ENCLOSURES

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CHECK LIST (TO BE FILLED COMPLETELY & PLACED ALONGWITH TECHNICAL BID IN CASE OF TWO BID SYSTEM AND WITH THE TENDER IN CASE OF SINGLE BID SYSTEM)

| S. | Points to be verified | Yes/No |
|-----|---|--------|
| No. | | |
| 1 | Technical specification compliance sheet | |
| 2 | Tender fee | |
| 3 | EMD | |
| 4 | Photocopy of PAN and TAN card and ITR of 3 years | |
| 5 | User list and certificates issued by clients | |
| 6 | Copies of income tax return/clearance certificate | |
| 7 | All other certificates as asked in tender document | |
| | a) Spare part availability certificate | |
| | b) Certificate indicating country of manufacture | |
| | c) Sales tax registration certificate | |
| | d) Copy of "Eligibility Criteria and General Terms and Conditions" signed | |
| | and stamped on each page | |
| | e) Annexure VI | |
| | f) Annexure VII | |
| | g) Annexure VIII (Agreement) | |
| | h) Any other items if necessary | |

Annexure-I

(A) Equipment, "NBM-550": Broadband measurement tool for Measuring RF Electromagnetic Fields from 100kHz to 3GHz

| S. No. | Specification | Cost of Equipment in Rupees | |
|----------|--|--------------------------------|--|
| Specific | ations of NBM-550 Base Unit | | |
| 1. | Technical Specifications: | | |
| | Non-directional measurement using isotropic probes for applications in the frequency range 1 Hz to 60 GHz Display: 10 cm (4"), Transflective LCD monochrome Backlight: White LEDs, selectable illumination time (OFF, 5s, 10s, 30s, 60s, PERMANENT) Refresh rate: 200 ms for bar graph and graphics, 400 ms for numerical results Result units: mW/cm², W/m², V/m, A/m,% (of standard) Result types: Actual, Maximum, Minimum, Average, Average Maximum Time Averaging: Selectable averaging time, 4 s to 30 min (2 s steps) Spatial Averaging: discrete or continuously History Mode: Graphical display of Actual RMS results versus time (span of 2 minutes to 8 hours) Alarm Function: 2 kHz audible signal (4 Hz repetition), adjustable threshold Storage capacity: Up to 5000 results Interface: USB Probe interface: Plug & play auto detection, compatible with all NBM series probes. Timer Logging: Start time pre-selection: up to 24 h or immediate start Logging duration: up to 100 h Logging interval: 1s to 6 min (in 11 steps) | | |
| 2. | General Specifications: | | |
| | ✓ Recommended Calibration Interval : 24 months ✓ Battery : NiMH rechargeable batteries, 4 x AA size ✓ Operating time : Approx. 20 hours (backlight off, no GPS) Approx. 12 hours (permanent backlight, no GPS) ✓ Charging time : 2 hours ✓ Operating temperature : -10 °C to +50 °C ✓ Humidity: 5 to 95%, non condensing | | |

| 1. | Technical Specifications: | | |
|----|---|--|--|
| | ✓ Frequency Range: 100 kHz to 3 GHz. | | |
| | ✓ Type of Frequency Response: Flat | | |
| | ✓ Measurement Range: 0.2 V/m to 320 V/m (CW) | | |
| | 0.2 V/m to 10 V/m (True RMS) | | |
| | ✓ Dynamic range : 64 dB | | |
| | ✓ Sensor Type : Diode based system | | |
| | ✓ CW damage level : 800 V/m | | |
| | ✓ Directivity: Isotropic (Tri-axial) | | |
| | ✓ Flatness of frequency response: $\pm 1 \text{ dB}$ (1 MHz to 1 GHz) | | |
| | ±1.25 dB (1 GHz to 2.45 GHz) | | |
| | ✓ Isotropic response : $\pm 1 \text{ dB}$ | | |
| | ✓ Linearity {Referred to 0.01 mW/cm ² (6.14 V/m)}: ± 0.5 dB (1.2 | | |
| | V/m to 200 V/m) | | |
| | ±0.7 dB (200 V/m to 320 V/m) | | |
| 2. | General Specifications: | | |
| | · ✓ Recommended Calibration Interval: 24 months | | |
| | ✓ Operating temperature: 0 °C to +50 °C | | |
| | ✓ Humidity: 5 to 95 % RH @ \leq 25 °C | | |
| | ≤ 23 g/m ³ absolute humidity | | |
| | ✓ Size: 318 mm X 66 mm Ø | | |
| | ✓ Weight: 90 g | | |

(B) Test Batteries: Cambridge cognition tasks, namely Reaction Time (RTI) and Spatial Recognition Memory (SRM) to test cognitive ability of human subjects

| S. No. | Specification | Cost of Equipment in Rupees |
|--------|--|--------------------------------|
| 1. | Two tests batteries for one year | |
| | ✓ Reaction Time (RTI) and Spatial Recognition Memory (SRM) | |

ELIGIBILITY CRITERIA AND GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS & CONDITIONS:

- (i) The tender should be submitted in prescribed form downloaded from the university website <u>www.prsu.ac.in</u>. The cost of tender forms will not be refunded under any circumstances.
- (ii) The tenders for equipments mentioned in annexure-I should be submitted in the form of two bids.
 - a) Technical bid consisting of tender document cost, 3% EMD of Financial bid & all technical details like catalogue, literature, accessories, authorization letter, price list etc., along with commercial terms & conditions.
 - b) Financial bid indicating the item wise prices for the equipment mentioned in the Technical bid sealed separately.

Both the bids should mandatorily be in two separate envelopes. Financial bids of technically acceptable offers alone would be considered for further evaluation and scrutiny. These two envelopes should be kept in a third sealed envelope and submitted to the office. Failure to comply with these conditions shall lead to non-consideration of the bid.

- (iv) The tender should be accompanied by an agreement (Annexure VIII) in non-judicial stamp paper worth Rs. 100/- as per format enclosed.
- (v) Late and incomplete tenders and tenders without EMD, tender fee and agreement will not be accepted.
- (vi) If the last date of submission of tenders is declared holiday in Pt. Ravishankar University, the date of submission and tender opening will be next working day.

- (vii) Firms which are exempted from payment of EMD should furnish attested copy of the currently valid certificate to that effect issued by the competent authority.
- (viii) The cost of the item, tax and other charges should be separately stated. Pt. Ravishankar Shukla University is exempted (Registered with DSIR) from payment of customs and excise duty for its procurements and hence prices quoted should be exclusive of these.
- (ix) The exact specifications, details of make, model, name of manufacturer, warranty details etc. of the item must be clearly specified. Original brochures with detailed technical literature and illustrations of the units quoted are to be attached with the offer. Details of trainings offered, warranty, maintenance service contract offered after expiry of normal warranty, spare parts availability and after-salesservice facilities available should be indicated. Offers without these are liable to be rejected.
- (x) For those bidders submitting tenders for more than one instrument, must submit Technical Bid and Financial Bid separately for each instrument and must be placed in individual sealed envelopes and these envelopes must be placed inside a bigger envelope. Only one model can be quoted in a tender.
- (xi) Details of warranty offered should be clearly stated in the tender.
- (xii) Validity of the tender should be for a period of one year. Period of firmness of the quoted prices should be clearly stated in the offer. The domestic bidders are to quote and accept their payment in Indian currency. However, the Indian authorized agents of foreign Principals may quote in foreign currency (currencies) for equipments which are directly imported against the contract and shall be paid accordingly in that currency; and the portion of the allied work and services, which are undertaken in India are to be quoted and shall be paid in Indian currency.
- (xiii) The University level Purchase committees/competent authority of Pt. Ravishankar Shukla University reserves the right to accept/reject any or all tenders, at any time without assigning any reason.
- (xiv) Tenders must accompany a copy of the "List of equipments cum Eligibility Criteria and General Terms and Conditions" section of this document, signed and stamped on each page indicating that they agree to these conditions.

- (xv) Withdrawal of tenders after its acceptance or failure to supply the equipments during the specified period will entail cancellation of the tender and purchase will be affected from elsewhere at the expense of the contractor. In such events, the Pt. Ravishankar Shukla University reserves the right to remove the defaulters name from the list of the University suppliers permanently.
- (xvi) The article should be of good quality, properly packed and in conformity with the item quoted in the tender. If the article is found to be of inferior quality or not in conformity with the specifications as per tender, it will be summarily rejected and the bidder will have to take back the material at his cost within 15 days of intimation.
- (xvii) In case when the successful bidders having made partial supplies fail to fulfill the contract in full, all or any of the material not supplied will be purchased by means of negotiation or from the next lowest bidder who had offered to supply already and the loss if any, caused to the University together with such sum as may be fixed by the University towards the damages, shall be recovered from the defaulting bidder.
- (xviii) Apart from all these terms and conditions, specific terms as specified for each instrument must also be complied with.
- (xix) The warranty period for the equipment should be for **a minimum period of three years** from the date of installation, unless and otherwise specified.
- (xx) Additional 2 years of AMC/CMC, should be included in the offer.
- (xxi) The bidding firm should be an International Organization of Standardization (ISO) certified company and the manufacturing products should comply with Indian/ International standards.
- (xxii) The company should not have been under active blacklisting by any Government organization on the date of determination of the tender. The University reserves the right to terminate the contract at any stage if a blacklisting on default in a product of relevance is reported during the contract.
- (xxiii) Client list (with all contact details) and authentication of vendor's business record in the form of Income Tax return for, at least, of last 3 years should be enclosed along with the offer.
- (xxiv) Validity of the tender will be for one year and extendable by mutual consent.
- (xxv) For imported equipments authorized dealers should ensure prompt servicing of the equipment and must submit a certificate from the Principals stating that they are the sole dealers of the company's product in India.
- (xxvi) The high quality imported products must be matched by high quality and reliable local support for installation and after sale. The Indian agent must have a team of Service Engineers, trained by foreign manufacturer, detailed service manuals and a stock of commonly required spares, consumables and small accessories.
- (xxvii) For application support a local laboratory / agency office should be available for periodic training, solving analysis problems, library of books and references. Periodic training is an essential requirement and Indian agent

must arrange at least two trainings in their own lab or in customer's lab.

- (xxviii) Technical features described above should be supported by original illustrated catalogue and web based support.
- (xxix) The rate quoted for the imported items should be for Ex-RAIPUR

2. PREPARATION OF THE TENDER:

i. The tender no., name of equipment with serial number and due date should invariably be superscripted on the envelope.

ii. PREQUALIFICATION CRITERIA

The firms submitting tenders for equipments should fulfill the following minimum pre-qualification criteria listed below:

1. Minimum Average Annual Turnover of the bidder over the last three years shall be equivalent to or greater than **Rupees 50 lakh**. Income Tax return for last three year should be enclosed.

2. Bidder shall be the manufacturer or authorized by the manufacturer for the equipments quoted. Bidder (if not original manufacturer) shall provide authorization certificate from the manufacturer for dealing the product in India, assuring service and maintenance.

3. Bidder shall have supplied at least 3 numbers of equipment of similar configuration or higher in the last 5 years in India.

4. Should enclose client list along with the offer (with all contact details) and authentication of vendor's business record in the form of Income Tax return of, at least, last 3 years.

5. Bidder shall have Original Equipment Manufacturer (OEM) trained technical staff stationed at Chhattisgarh/ Nearest City for ensuring proper after sales support. Specific contact details of such staff shall be furnished.

6. Bidder shall provide at least 3 numbers of End-User Certificates showing satisfactory performance of equipment of similar configuration or higher for a period not less than five years in India, preferably in Chhattisgarh.

7. Bidder should have a local support office in India for immediate support.

8. The manufacturer should be in the same business for the last 5 years.

- (i) The first envelope (envelope 1) marked "**Technical bid**" should include the technical specifications. The printed literature and catalogue/brochure giving full technical details. The first envelope should not contain any cost information whatsoever.
- (ii) The second envelope (envelope 2) marked "Financial bid" should contain the detailed price offer in prescribed format.

- (iii) Both the sealed envelopes Technical bid and Financial bid, for each item, should be placed in a third bigger sealed cover. The cover must also contain Name and Address of the bidder, telephone and other contact details for further correspondence.
- (iv) The specification contained in Annexure III represents the minimum specifications for qualifying in the Technical Bid.
- (v) The tender competing successfully in technical evaluation will only be opened or considered for financial evaluations. The price envelopes of others will not be considered. At second stage, financial bids of only technically acceptable offers will be opened for further evaluation and ranking before awarding the contract.
- (vi) The financial proposal shall be opened on the date specified in the advertisement in the presence of the bidders or their representative who attend. No separate communication will be sent.
- (vii) Quoting merely the lowest price does not confer any right to any bidder for award of supply order. The University level Purchase Committee/ competent authority, 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, buyback offers etc.

3. DELIVERY OF THE TENDER

i. All tender documents should be addressed to the respective authorities mentioned in the tender notice and should be sent by registered post parcel or by speed post only. Tender by courier/hand delivery will not be accepted.

ii. No responsibility with regard to postal delays, hand delivery or by courier due to any reason whatsoever will be accepted.

4. OPENING OF THE TENDERS

- (i) Unless otherwise preponed, or postponed with advance intimation to the bidders, tender will be opened in the place as mentioned in the tender notice on the date and time indicated in first page of this tender document.
- (ii) PART-I (TECHNICAL BID) of the tender will be opened as the first stage on the due date and time indicated in the first page of this tender document while, the PART-II (FINANCIAL BID) will be opened as the second stage on the due date and time indicated in the first page of this tender document.
- (iii) While all the bidders who submit tenders within the due date and time specified for its receipt will be permitted to participate in the opening of **PART-I (TECHNICAL BID)** of the tender on the due date and time indicated in this tender document, opening of the **PART-II (FINANCIAL BID)** of the tender can be attended only by those bidders whose tenders are found to be

technically suitable/acceptable to the University.

(iv) The technically unqualified bidders will not be permitted to participate in the opening of the FINANCIAL BID. **FINANCIAL BID** (Part-II) of the technically disqualified bidders will not be opened.

5. EVALUATION OF BIDS RECEIVED:

i. The Technical committee and Purchase committee has the full right to evaluate, segregate, rank the responsive bids and select the successful bidder for placement of the contract. Any decision by the Technical committee and Purchase committee in this regard will be final.

ii. <u>No legally enforceable right is vested in the quoted party merely because it was</u> ostensibly the lowest bidder.

6. BID SECURITY

Earnest money as mentioned in the document will be collected from the prospective bidders in the form of Account payee Demand Draft. Tenders without EMD will be considered unresponsive and rejected. Suppliers/Manufacturers registered with Director General of Supplies & Disposals (DGS&D), National Small Industries Corporation (NSIC) and Govt. approved sources are exempted. However, they must produce relevant certificate issued by the competent authority for the equipments they manufacture.

7. PERFORMANCE SECURITY

i. A performance security of 10 percent of the value of contract will be obtained from the successful bidder awarded with the contract in the form of Account payee Demand Draft or Bank guarantee from a commercial bank which should be valid for a period of 90 days beyond the completion of all contractual obligations of the bidder including warranty. Performance security will be forfeited and credited to the University account in the event of breach of contractual obligation by the bidder, in terms of relevant contract.

ii. Bid Security will be refunded to the successful bidder on receipt of performance security. The University will pay no interest for the deposit.

8. DELIVERY, INSTALLATION AND WORK COMPLETION

The delivery, installation of equipments / materials and final commissioning shall be made within stipulated time period as given in the supply/work award letter. Otherwise it will attract penalty. In the case of imported items, the Principal/their Indian Agent shall be responsible for delivery of the equipments / materials from the place of discharge of equipments / materials to the final point specified.

9. PRICE AND DELIVERY

i.

Prices are to be quoted FOR DESTINATION for Indian make equipment. The

prices quoted should clearly indicate the following charges: Price of the equipment; Price of optional accessories if any, tax and other charges.

- ii. The prices quoted must be **FIRM** and preference will be given to such tenders.
- iii. The Delivery Schedule, Payment Terms & Warranty/Guarantee etc. must be clearly indicated in the Technical Bid. The charges for extended warranty and/or Annual Maintenance Contract after the expiry of offered warranty period should also be specified in the Financial Bid.
- iv. The manufacturers' printed literature/catalogue/drawing/user's list in respect of model of the product being quoted should also be submitted with the offer.
- v. The supply of items of approved specifications shall have to be made strictly as per given delivery schedule on placement of order, failing which, the material may be rejected and returned at the expenses of the supplier.
- vi. The firms shall be required to arrange demonstration of the offered item. The supplier must ensure onsite training and wet-lab training wherever necessary for method development, calibration, validation, application training to the concerned scientific staff of NCNR, Pt. Ravishankar Shukla University and day to day maintenance of the system
- vii. Warranty: Three years warranty should be offered for the complete lists of equipments. Additional 2 years AMC/CMC, should be included in the offer.
- viii. Vendor should have residential engineer in Chhattisgarh/ Nearest City in India and should have application support and training centre in India for immediate support.

10. PAYMENT

Proforma Invoice of the manufacturer should be enclosed along with complete terms & conditions. The payment terms FOR destination are 100% on receipt and acceptance of goods by the University and on production of all the required documents by the bidder. However, where goods supplied requires erection, installation and commissioning by the supplier, the payment terms shall be 25% on submission of proof of dispatch along with other specified documents and balance 75% after successful installation and commissioning report. Payments to foreign suppliers shall be made by Letters of Credit (100% for CIF) opened by our bankers (State Bank of India). However, in exceptional conditions from case to case University will adopt appropriate stand for mode of payment.

11. WARRANTY

Any defective goods should be replaced or repaired by the supplier free of charge. Delivery of goods and it's installation during part repair/replacement should be free of charge. A warranty certificate declaring these points must be supplied with the technical bid.

12. MAINTENANCE CONTRACT

Provision for two years warranty period and AMC/CMC should be specified. The instrument or machinery is maintained by the bidder during warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only, thereafter. If the supplier fails to deliver the goods and / or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the University) and the University extends the delivery period, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof will be deducted from the contract price of the delayed, until actual delivery or performance. The maximum limit of such deduction will, however, be 10% (ten percent) of the contract price of the delayed goods or services.

13. SALES TAX REGISTRATION CERTIFICATE

Tender applications must be accompanied by duly attested Photostat copy of the sales tax declaration to the effect that the firm is registered under the Sales Tax Department.

14. INCOME TAX

Photostat copy of the income tax clearance certificate for the last three years and a copy of PAN should be provided.

15. CUSTOMS DUTY & EXCISE DUTY EXEMPTION

University is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption. The certificates will be made available to the suppliers on request.

16. INSURANCE

The goods supplied shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.

ANNEXURE III

TENDER FORM PART-I (TECHNICAL BID)

| PART-I (TECHNICAL BID) OF TENDER No.: | |
|---|--|
| Last date for receipt: | |
| Due date for opening Part -I (TECHNICAL BID): | |
| Bidder's Offer No: | |
| Date: | |
| From: | |
| M/s | |
| | |
| | |
| | |
| | |
| То: | |
| | |
| | |
| | |
| | |

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Tender and General Conditions of Contract and Special Conditions of Contracts contained herein with this tender document. I/we hereby agree to supply the stores conforming to the tender specifications incorporated in ANNEXURE VI of the tender document and also agree to abide by your General Conditions of all Contracts and Special Conditions of Contract contained in the ANNEXURE II of the Tender document.

You will be at liberty to accept the items of stores offered by us and I/we shall be bound to supply you the stores as may be specified in the Purchase Order/Contract.

I/We hereby agree to keep the price valid for your acceptance for a period of -----from the date of opening of Part-II (Financial bid) of the tender

I/We are also enclosing herewith all the leaflets catalogue etc. pertaining to the stores offered. Yours faithfully

Stamp and Signature of the bidder

TENDER FORM PART-II (FINANCIAL BID)

| PART-II (FINANCIAL BID) OF TENDER No.: | |
|--|--|
| Last date for receipt: | |
| Due date for opening Part -II (FINANCIAL BID): | |
| Bidder's Offer No: | |
| Date: | |
| From: | |
| M/s | |
| | |
| | |
| | |
| | |
| То: | |
| | |
| | |
| | |
| Deer Sir | |

Dear Sir,

In response to your invitation and as per your tendering and contracting conditions, the prices applicable for the scope of supply contained in Part-I (TECHNICAL BID) of our tender are indicated in the format to this tender.

We hereby agree to keep the price valid for your acceptance for a period of ------from the date of actual opening of Part-II (FINANCIAL BID) of the tender.

Yours Faithfully,

Stamp and Signature of the bidder

TECHNICAL SPECIFICATIONS

Pt. Ravishankar Shukla University, Raipur – 492 010, Chhattisgarh

Separate sealed tenders for the following equipments are to be submitted to The Registrar, Pt. Ravishankar Shukla University, Raipur – 492 010, Chhattisgarh

See Attachment

TECHNICAL SPECIFICATIONS AND COMPLIANCE SHEET TO BE PROVIDED BY THE BIDDER

| S. No. | Section | Sub Sections | Complied/ Not Complied (for each Items in Subsections; Do not write "as per quotation") | Deviations from tender Specifications (Explain how better this is from tender specification) |
|--------|---------|--------------|--|---|
| | | | | |
| | | | | |

ANNEXURE VI

CERTIFICATE FROM THE VENDOR STATING THAT THE COMPANY HAS NOT BEEN BLACKLISTED BY ANY GOVERNMENT ORGANISATION

To: The Registrar Pt. Ravishankar Shukla University Raipur – 492 010 Chhattisgarh

Dear Sir,

This is to certify that M/s has not been blacklisted by any Government Organization at the time of submission of the tender

document or before.

Yours faithfully,

Authorized Signatories (Name & Designation)

Date: For and on behalf of M/s

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a competent person of the manufacturer.

MANUFACTURER'S AUTHORIZATION FORM (MAF)

To: The Registrar Pt. Ravishankar Shukla University Raipur - 492 010 Chhattisgarh

Tender Reference:

Dear Sir,

___, who are established and reputed manufacturers We _____ _____, who ar _____, do herby authorize M/s of (Name and address of the Agent/ Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the equipment and services offered against this invitation for tender offered by the above

Yours faithfully,

Authorized Signatories (Name & Designation)

Date:

firm.

For and On behalf of M/s _____(Name of Manufacturers)

Note: This letter of authority should be on the Letter-head of the manufacturing concern and should be signed by a competent person of the manufacturer.

ANNEXURE VIII

AGREEMENT

(To be executed in hundred rupees of non-judicial stamp paper)

Articles of agreement executed on this _____ the day of

between the Registrar of the Pt. Ravishankar Shukla University (hereinafter referred to as "the PRSU") on the one part and Shri ______ (Name of the Registrar and Name and address of the tenderer) (hereinafter referred to as "the bounden" on the other part.

WHEREAS in response to the notification No. _____ dated _____ bounden has submitted to the PRSU a tender for the ______ specified therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the PRSU a sum of Rs. ______ as Earnest Money for the execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the PRSU.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

- 1. In case the tender submitted by the bounden is accepted by the PRSU and the contract for _________ is awarded to the bounder, the bounder shall within _______ days of acceptance of his tender, execute an agreement with the PRSU incorporating all the terms and conditions under which the PRSU accepts his tender.
- 2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the PRSU shall have power and authority to recover from the bounden any loss or damage caused to the PRSU by such breach as may be determined by the PRSU by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties both movable and immovable in the manner hereinafter contained.
- 3. All sums found due to the PRSU by virtue of this agreement shall be recoverable from the bounden and his properties both movable and immovable under the provisions of the Revenue Recovery Act 1968 for the time being in force in the same manner as arrears of public revenue due on land and in such other manner as the PRSU may deem fit.

| In witness whereof Shri the PRSU and Shri day and year shown against their respective signatures. | (Name of the Registrar) for and on behalf of the bounden have hereunto set their hands the the bounden have hereunto set their hands the the bounden have hereunto set their hands the the bounden have hereunto set the provided the pr | |
|---|---|--|
| Signed by Shri | (date) | |
| in the presence of witnesses: 1 | | |
| 2 | | |
| Signed by Shri | (date) | |
| in the presence of witnesses: 3 | | |
| 4 | | |