

(Established by Govt. of Punjab vide Punjab Act No 18 of 1998) University Procurement & Facility Department

| Tender Notification No :        | To be generated automatically by the E-procurement portal of the   |
|---------------------------------|--|
|                                 | Govt. of Punjab.   |
| Tender Notification Date:       | 11/10/2018   |
| Nature of work :                | e- tender notice for SSMA services of various photocopier machines of the University and its Constituent colleges/ Hospitals/ Institutions located at different locations throughout the state of Punjab, for one year and further extendable subject to satisfactory services and mutual consent of both the parties. |
| Cost of the tender document:-   | Rs.500/- only (Rs. Five Hundred Only)  |
|                                 | {Non refundable, under any circumstances}.   |
| Tender Processing fee:-         | To be charged by Govt. of Punjab as per its norms. (Non-refundable).   |
| EMD Amount :                    | Rs. 10,000/- only (Rupees Ten Thousand Only)   |
|                                 | {Refundable to the Non-successful bidders, without any type of interest or other charges}.   |
|                                 | However, It will be converted in Performance security in case of successful tenderer and will be returned after successful completion of the contract period.  |
|                                 | It should be clearly noted that no bidder will be allowed any type of  |
|                                 | exemption from the deposit of the EMD under any circumstances.   |
| Performance Security            | The Earnest Money Deposit deposited by the successful bidder will  |
|                                 | be converted against the performance security and will be  |
|                                 | returned after the completion of rate contract period.   |
| Date of start of downloading of | immediate from the website of the Punjab Government i.e.   |
| tender documents:-              | https://eproc.punjab.gov.in  |
| Website for downloading of      | From the above website   |
| the tender document:-           | However, the details may also be obtained from the University  |
|                                 | website i.e. <u>www.bfuhs.ac.in</u>  |



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e-TENDER NOTICE FOR SPARE SERVICES MAINTENANCE AGREEMENT FOR PHOTOCOPIER MACHINE.

| Last date for downloading of  | 31.10.20   | )18 up to 12.30 pm      | 1   |
|-------------------------------|------------|-------------------------|---|
| the tender document:-         |            |                         |   |
| Last date & Time for          | 31.10.20   | )18 up to 1.30 pm (     | through online mode only)                         |
| submission of the tender      |            |                         |   |
| documents:-                   |            |                         |   |
| Date of opening of the Tender | By the nex | ct day from the last da | te of submission of tenders (by 5:00 p.m.)        |
| documents (Technical bid):-   | on the e   | - procurement por       | tal of the Govt. of Punjab.                       |
|                               | Howeve     | er the bidders or tl    | heir authorized agents/ representatives           |
|                               | may at     | tend the tender         | opening process at the University                 |
|                               | Procurer   | ment & Facility I       | Department, BFUHS, Faridkot on the                |
|                               | prescribe  | ed time and date.       |   |
| Date of Opening of the tender | •          |                         | oids of the technically qualified bidders will be |
| documents (Financial Bids)    |            | on the university web   |   |
|                               | on the e   | - procurement por       | tal of the Govt. of Punjab.                       |
|                               | Howeve     | r the bidder or t       | heir authorized agents representative             |
|                               | may at     | tend the tender         | opening process at the University                 |
|                               | Procurer   | ment & Facility [       | Department, Baba Farid University of              |
|                               | Health S   | ciences, Faridkot o     | on the prescribed time and date.                  |
|                               | The Univ   | versity authorities     | will have right to decide any other date          |
|                               | and time   | e for the opening o     | of the Financial bids                             |
| Address for the submission :  | The Regi   | strar,                  |   |
|                               | Baba Far   | rid University of He    | ealth Sciences,                                   |
|                               | Sadiq Ro   | oad, Faridkot (Punj     | ab) PIN-151203.                                   |
| Who can be contacted for      | <u>Sr.</u> | <u>Nature</u> of        | Name of the concerned Official                    |
| obtaining more information    | No.        | <u>Information</u>      | with contact No:-                                 |
| about the tender.             | 1          | About the               | Incharge,   |
|                               |            | tenders and             | University Procurement & Facility                 |
|                               |            | allied                  | Department, Baba Farid University                 |
|                               |            | information:-           | of Health Sciences, Faridkot.                     |



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|  | Phone:- 01639-250267, 256232,       |
|--|-------------------------------------|
|  | 256236,                             |
|  | Email id:- upfdbfuhs@gmail.com      |
|  | (on all working days from 9.00 a.m. |
|  | to 5.00 p.m.)                       |
|  |                                     |



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University Procurement & Facility Department
e-TENDER NOTICE FOR SPARE SERVICES MAINTENANCE AGREEMENT FOR PHOTOCOPIER MACHINE.

### **SCOPE OF SUPPLY**

E-tenders are invited from the Manufacturers/ Sole agents / Dealers / Distributors for SSMA services of various photocopier machines of the University and its Constituent colleges/ Hospitals/ Institutions located at different locations throughout the state of Punjab, for one year and further extendable subject to satisfactory services and mutual consent of both the parties.. The detail is as under:-

# <u>Please quote rates for Spares Services Maintenance Agreement services of following Photocopier machines as per Annexure-A</u>

| Sr. No. | Model & Serial no. | Date of installation | Where the machine is installed |
|---------|--------------------|----------------------|--------------------------------|
| 1.      | Xerox Wc-5325      | 19.09.2012           | Pharmacy College               |
|         | 3322176278         |                      |                                |
| 2.      | Xerox Wc-5325      | 19.09.2012           | Cancer and Radiotherapy unit   |
|         | 3322171446         |                      |                                |
| 3.      | Xerox Wc-5325      | 14.10.2012           | SINPMS, Badal                  |
|         | 3322152697         |                      |                                |
| 4.      | Xerox Wc-5325      | 27.12.2012           | Admission Branch               |
|         | 3322190424         |                      |                                |
| 5.      | Xerox Wc-5325      | 28.12.2012           | Principal office, GGSMC        |
|         | 3322176065         |                      |                                |
| 6.      | Xerox Wc-5325      | 03.02.2013           | VC Room                        |
|         | 3322242904         |                      |                                |
| 7.      | Xerox Wc-5325      | 01.05.2013           | Library section, BFUHS         |
|         | 3322246845         |                      |                                |
| 8.      | Xerox WC-5016      | 09.05.2013           | Blood Bank, GGSMH, Fdk         |
|         | 3318480809         |                      |                                |
| 9.      | Xerox WC-5016      | 20.05.2013           | Microbiology Deptt, GGSMC      |
|         | 3318459850         |                      |                                |
| 10.     | Xerox WC-5325      | 21.07.2013           | Nuclear Medicine Department,   |
|         | 3322272668         |                      | GGMH                           |
| 11.     | Xerox-5330         | 26.09.2013           | Legal Branch                   |
|         | 3322272781         |                      |                                |
| 12.     | Xerox WC-5019      | 30.01.14             | Accounts section, BFUHS        |
|         | 3330491425         |                      |                                |
| 13.     | Xerox WC-5325      | 24.03.14             | Principal office, GGSMC        |
|         | 3322308204         |                      |                                |
| 14.     | Xerox WC-5325      | 24.03.2014           | Principal office, GGSMC        |
|         | 3322312376         |                      |                                |
| 15.     | Xerox WC-5775      | 02.04.2012           | Meeting Section, BFUHS         |
|         | 3646770121         |                      |                                |



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| Sr. no. | Name and model of machine                             | Branch where it is installed | Date of installation |
|---------|---|------------------------------|----------------------|
| 1.      | Xerox photocopier model WC-5325<br>3322164407         | SVC office                   | 04.09.12             |
| 2.      | Xerox photocopier model WC-5325<br>3322163796         | Establishment Branch         | 04.09.12             |
| 3.      | Xerox photocopier model WC-5016<br>3317262778         | Goindwal shib                | 23.06.10             |
| 4.      | Xerox photocopier model WC-5016<br>3317129504         | Library Section              | 29.05.09             |
| 5.      | WC-5016, Digital Copier cum Printer, Xerox 3317292057 | College Branch               | 15.11.10             |
| 6.      | WC-5016, Digital Copier cum Printer, Xerox 3317259459 | Examination Branch           | 15.11.10             |
| 7.      | Xerox Photocopier Model WC-5645<br>3635262097         | Examination Branch           | 02.05.08             |
| 8.      | Xerox Photocopier Model WC-238<br>2233808540          | Meeting Branch               | 28.04.07             |
| 9.      | Xerox Photocopier Model WC-5645<br>3641364648         | Admission Branch             | 27.05.10             |
| 10.     | Canon iR-2530<br>FTU 80048                            | Examination branch           | 03.05.12             |
| 11.     | Canon iR-5055<br>CYCO1691                             | Examination branch           | 24.12.10             |
| 12.     | Canon iR-6075<br>HTL10210                             | Strong Room                  | 03.05.012            |
| 13.     | WC-5016, Digital Copier cum Printer, Xerox 3317420969 | MS office                    | 31.10.11             |
| 14.     | WC-5016, Digital Copier cum Printer, Xerox 3317290607 | Physiotherapy                | 18.10.10             |
| 15.     | WC-5016, Digital Copier cum Printer, Xerox 3317290364 | UCON                         | 15.09.10             |

<sup>\*</sup>Machines in total = 15+15=30

Note:-

The L1 bidder may be called for Negotiation by the University.



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#### **INSTRUCTIONS/ GUIDELINES TO THE TENDERERS**

- 1. Please download the Tender document from the website of the e-procurement of the Govt. of Punjab. Please sign on all the pages of the tender document along with a stamp/ seal. Then a scanned copy of the same may be uploaded on the website at the time of submission of the tender document..
- 2. upload an affidavit regarding Non-Black listing as per proforma given at (Annexure-II) on Non-Judicial Papers of appropriate value, duly attested by an <u>Executive Magistrate</u> or a <u>Notary Public</u> may also be uploaded on the website. The original document must be submitted in the university before the last date
- 3. upload Technical Bid Proforma (Annexure-III).
- 4. upload a signed copy of the terms and conditions (Annexure-IV).
- 5. Detail of Bank Account for refund of EMD (Annexure V)
- 6. In addition to this, following documents are to be attached with Technical Bid:-
  - Tender Fee: The tender document fee of Rs. 500/- only may be submitted through online mode only. The Tender document fee will not be accepted through any other mode. It is pertinent to mention here that the Tender document fee once deposited will be Non- refundable under any circumstances.
  - ii) Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand Only). The

    Earnest Money Deposit must be submitted in the shape of Online Payment.
  - iii) Details of registration as Company / Shop / Establishment. The supporting document should be uploaded on the e-procurement website of the Govt. of Punjab along with the tender document.
  - iv) Copy of Certificate of Registration for service Tax/TIN/TAN/PAN/VAT (as applicable).

    The supporting document should be uploaded on the e-procurement website of the Govt. of Punjab along with the tender document.
- 7. Attach a signed copy of the Acceptance of Tender/ Conditions Forms (Annexure-VI). The said copy must be signed and duly stamped. A scanned copy of the same may be uploaded on the e-procurement website of the Govt. of Punjab along with the tender document.



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- 8. Amount of the Price of the item should be quoted only in proforma at Annexure-'VII'. It is worth to mention here that the Prices of the items demanded once quoted/ finalized will remain same/ unchanged for a period of the contract.
- 9. It should be clearly noted that this tender will be accepted though e-tender mode only. The tenders submitted through offline mode will not be accepted under any circumstances.
- 10. The firm that will be declared L1 may be called for negotiation on their quoted rates.



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### **Annexure-I**

#### **NOTICE INVITING TENDER**

E-tenders are invited from the Manufacturers/ Sole agents / Authorized Dealers for SSMA services of various photocopier machines (<u>As detailed above</u>) of the University and its Constituent colleges/ Hospitals/ Institutions located at different locations throughout the state of Punjab, for one year and further extendable subject to satisfactory services and mutual consent of both the parties.

The tender document containing detailed terms & conditions may be downloaded from the e-procurement website of the Punjab Government i.e. <a href="https://eproc.punjab.gov.in">https://eproc.punjab.gov.in</a> and its details may also be seen at the University website i.e. <a href="https://eproc.punjab.gov.in">www.bfuhs.ac.in</a>

#### **TERMS AND CONDITIONS:-**

- The tenders will be opened by the next day from the last date of submission of tenders by 5.00PM, on the e-procurement portal of the Punjab Government in the presence of tenderer(s), who wish to be present in the said tender opening process. However, the individuals keen to attend the tender opening process should have an authorization certificate from the company.
- 2. The Price bid (Financial Bids) will be opened after the opening of Technical Bid. The Price Bid (Financial Bids) of the technical gualified bidders will be opened by the University.
- 3. The Registrar, Baba Farid University of Health Sciences, Faridkot reserves all rights to accept or reject any or all the tenders without assigning any reason.

Registrar



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## **Annexure-II** (To be furnished on non-judicial stamp papers worth Rs.30/- duly attested by Executive Magistrate or Notary Public). **AFFIDAVIT** I/We \_\_\_ partner/sole proprietor (Strike out which is not applicable) of (Name & Address of Firm) do hereby declare and solemnly affirm:a) That the individual/firm/ companies are not debarred or black- listed by any department of Union/State Government or any autonomous institute. b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute. c) That the terms and conditions for "SSMA Services of Photocopier Machine" are acceptable to me/us. I/We will abide by them in letter and spirit. d) That I will supply and install the required material within the stipulated delivery period of the tender document/ supply order/ Purchase Order. Date: \_\_\_\_\_ Place: \_\_\_\_\_ **DEPONENT VERIFICATION**

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

| Date:  | <br> | <br> |
|--------|------|------|
| Place: |      |      |

**DEPONENT** 



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|    |   | <u>Annexure-III</u> |
|----|---|---------------------|
|    |   | TECHNICAL BID       |
| 1  | Name of the applicant (tenderer/ bidder).   |                     |
| 2  | Constitutional status of the tenderer/bidder. i.e. Proprietor/ Partnership firm/ Pvt. Limited Company/ Public Limited Company/ Co-op Society etc. |                     |
| 3  | Address of the tenderer/<br>bidder  |                     |
| 4  | Name of the Dealing Person :-   |                     |
| 6  | Position of the dealing person in the tenderer firm/  |                     |
| 7  | company/ society :-<br>E mail id:-  |                     |
| 8  | Fax No:-  |                     |
| 9  | Mobile No:-   |                     |
| 10 | PAN Number  |                     |
| 11 | GST No.   |                     |

## CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

| Sr. No. | Particulars  | Remarks |
|---------|--|---------|
| 1.      | Copy of Tender Notice attached – Annexure – I                          | Yes/No  |
|         | (Duly signed and stamped scanned copy uploaded on the e-procurement    |         |
|         | portal or not?)  |         |
| 2.      | Whether an affidavit on the non-judicial stamp paper, duly attested by | Yes/No  |
|         | the Executive Magistrate/Notary, regarding non-black listing/ non-     |         |
|         | prosecution of firm has been submitted? – Annexure – II                |         |
|         | (Duly signed and stamped scanned copy uploaded on the e-procurement    |         |



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|    | portal or not?)  |        |
|----|--|--------|
|    |  |        |
|    | (The original document must be submitted in the university before the last date) |        |
| 3. | Technical Bid Proforma attached – Annexure – III                                 | Yes/No |
|    | (Duly signed and stamped scanned copy uploaded on the e-procurement              |        |
|    | portal or not?)  |        |
| 4. | Signed copy of terms & conditions attached – Annexure – IV                       | Yes/No |
|    | (Duly signed and stamped scanned copy uploaded on the e-procurement              |        |
|    | portal or not?)  |        |
| 5. | Bank Details (Anenxure – V) for refund of EMD attached                           | Yes/No |
|    | (Duly signed and stamped scanned copy uploaded on the e-procurement              |        |
|    | portal or not?)  |        |
| 6. | Signed copy of an acceptance of tender/ conditions (Anenxure – VI)               | Yes/No |
|    | (Duly signed and stamped scanned copy uploaded on the e-procurement              |        |
|    | portal or not?)  |        |
| 7. | Whether the fee of Rs. 500/- on account of Tender Fee has been                   | Yes/No |
|    | submitted through online mode or not?  |        |
| 8. | Whether an EMD of the appropriate value i.e. Rs. 10,000/- only has               | Yes/No |
|    | been submitted in the shape of a Online in the favour of "The Registrar,         |        |
|    | Baba Farid University of Health Sciences, Faridkot" and payable at               |        |
|    | "Faridkot"   |        |
|    | Detail of Payment:   |        |
|    | Dated:   |        |
|    | Name of the Bank :   |        |
|    | Branch Name:   |        |
|    | Amount:- Rs.10,000/- only (Rs. Ten Thousand Only).                               |        |
|    |  |        |
|    | Whether a soft copy of the same has been uploaded on the designated              |        |
|    | website at the time of submission of the tender or not?                          |        |
| 9. | Whether each page of the tender document and other enclosures as well            | Yes/No |
|    | as cutting(s)/ overwriting(s) have been signed/ initialed by the tenderer        | -      |
|    | and also the forwarding letter duly signed by the authorized signatory,          |        |



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|     | has been submitted?  (Duly signed and stamped scanned copy uploaded on the e-procurement portal or not?)  |        |
|-----|---|--------|
| 10. | Copy of Certificate of Registration for service Tax/VAT/ TIN/TAN/PAN attached.  (Duly signed and stamped scanned copy uploaded on the e-procurement portal or not?) | Yes/No |
| 11. | Whether the bidder is a manufacturer of the equipments  | Yes/No |
| 12. | Whether the bidder is a Sole agents of the equipments   | Yes/No |
| 13. | Whether the bidder is a Authorized Dealers of the equipments  | Yes/No |

Note: Non compliance to any of the above conditions will render the offer/ tender to be rejected out-rightly and Price bid of the firm will not be opened.

| Dated: | Signature    |
|--------|--------------|
| Place: | Name:        |
|        | Address:     |
|        | <del></del>  |
|        | Contract No: |
|        | E-mail id:   |
|        | With Seal    |



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#### **Annexure-IV**

## **TERMS AND CONDTIONS**

e-<u>TENDER DOCUMENT</u> for SSMA services of various photocopier machines of the University and its Constituent colleges/ Hospitals/ Institutions located at different locations throughout the state of Punjab, for one year and further extendable subject to satisfactory services and mutual consent of both the parties

- 1. The Manufacturers/ Sole agents/Authorized Dealers may quote their rates.
- 2. <u>Tenders will be submitted only through e-tendering mode. The tenders will not be submitted</u> through any other mode, under any circumstances.
- 3. Tenders without earnest money or short of it or not in the form specified above will not be entertained and shall be rejected straightway.
- 4. In-complete or conditional offers incorporating price variation will not be entertained.
- 5. Tenderer should certify in their offers that rates quoted by them are not higher than those quoted to DGS&D rates.
- 6. The supplier shall arrange to provide free sales service within the Guarantee/warranty period.
- 7. The firm should have its service center in Punjab.
- 8. The rates so quoted should have validity upto one year.
- 9. The quantity of item as mentioned above may be increased or decreased according to the requirement.
- 10. No tenderer shall be exempted from furnishing Earnest Money Deposit (EMD) under any circumstances.
- 11. Earnest Money/ Security Deposit and/or any other sum of the tenderer(s) lying with the Baba Farid University of Health Sciences, Faridkot or Guru Gobind Singh Medical College & Hospital, Faridkot in connection with any other tender/case shall not be considered against this tender.
- 12. The bids received after the specified date and time for receipt of bids will not be considered under any circumstance. Registrar, BFUHS, Faridkot shall not be responsible for any type of delay in submission of the e-tenders.
- 13. The rates once quoted will remain valid/un-changed for a period of one year.



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- 14. The tenderer will be responsible to ensure that the tender is properly uploaded and submitted within well in time. The Earnest Money Deposit must be submitted before the last date and time for opening of the technical bids.
- 15. Each page of the tender document should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm affixed/ scanned, if applicable, on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In case of any infringement of these conditions, the tender is liable to be rejected. A scanned copy of the complete tender document should be uploaded on the e-procurement portal of the Govt. of Punjab.
- 16. In the event of the date of receipt or opening of tender being declared a holiday for the Baba Farid University of Health Sciences, Faridkot, the last date of receipt/opening of the tender shall be the next working day at the same time and venue. The Price Bid shall be opened only in respect of those individual/ firms, who technically qualify.
- 17. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, and not in the prescribed form or in any deviation from the terms and conditions of the tender notice shall not be entertained and will be rejected out rightly.
- 18. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case the authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the process of opening of tender.
- 19. In case of violation of any of the terms and conditions as mentioned above, Earnest Money/
  Security Deposit of the successful tenderer(s) shall be forfeited and the tender shall be cancelled.
- 20. Any attempt, direct or indirect, to cast influence, negotiate on the part of the tenderer with the official/authority to whom he will submit the tender or the tender accepting official/authority before the finalization of tenders will render the tender liable for rejection.
- 21. The rates quoted should be F.O.R. destination that may be the University offices or any of its constituent colleges/ Institutions. The constituent institutions of the University are located at



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Faridkot, Badal, Jalalabad, Shri Goindwal Sahib, Bathinda and should also include packing and forwarding charges, taxes and other levies.

22. The Registrar reserves all the rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender.

#### 23. CRITERIA OF EVALUATION OF PRICE BID

The Price Bids of technically qualified bidders shall be evaluated on the basis of <u>lowest bid criteria</u> without compromising on the quality of material. Rates of all types of taxes as applicable should be quoted clearly. The price bids of technically qualified bidders shall be evaluated on the basis of lowest bid criteria.

#### 24. SECURITY DEPOSIT:

- a. The EMD of Rs.10,000/- only (Rs. Ten Thousand Only) of successful bidder submitted with the Tender considered as Security Deposit.
- b. The Earnest Money Deposit will be refunded to the unsuccessful bidders within three months of the date of purchase order, without any type of interest.
- c. The above said amount of the security deposit will be retained by the University and will be refunded after completion of period of rate contract.
- 25. <u>Payment term</u>: Payment will be made through electronically transfer/ through cheque on six monthly basis after presentation of bill and completion of satisfactory services report from the respective persons identified by this office. TDS will be deducted as per rule. All taxes & other charges, if any, should be mentioned clearly; otherwise, the rates will be treated as all inclusive.
- 26. You will have to provide services at the place(s) (University & its constituent colleges) where the machines have already installed.
- 27. The service provider shall **provide direct service** and shall not employ sub-contractors.
- 28. The annual maintenance contract shall include periodic service, replacement of defective parts.
- 29. The photocopier machines shall be serviced periodically so that preventive action is taken for any possibility of malfunctioning/non-functioning of the same.
- 30. Complaints, if any, regarding functioning/non-functioning of the machines are to be attended expeditiously and in any case not later than a week. If the firm is not able to rectify the fault within a week's time from the date of booking the complaint, it would be open to the



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department to have the fault rectified through any other source at the risk and cost of the service provider firm.

- 31. **Penalty clause**: In the event of defect remaining unattended for more than a week, a penalty of Rs.100/- per day per machine will be imposed on the firm.
- 32. Servicing, replacements, renewal etc. shall be carried out on site and only genuine spare part/assemblies shall be used for the purpose.
- 33. The firm shall be responsible for smooth and satisfactory working of the photocopier machines in all respects and will obtain certificate from the users that photocopier machines have been working satisfactorily during the relevant period.
- 34. The department reserves the right to increase or decrease the number of photocopier machines offered for annual maintenance contract.
- 35. As is evident from the list of photocopier proposed for SSMA, they are of different makes and models. it will be the responsibility of the tenderer/quoting agency to ensure that it is in position to timely supply authentic/company make spare parts of that make/model of photocopier, in case there is a need of that spare part for proper functioning of the photocopier. The tenderer should note that this office shall not separately write/arrange for any spare parts from the manufacturer/other sources for it.
- 36. In the matters of interpretation of any terms and condition or any dispute arising out of the maintenance contract the decision of department will be final and binding.
- 37. Initially contract/agreement period of SSMA of photocopier machines shall be for one year. However, the contract is extendable for a further period of one/two years on mutually agreed rates and terms and condition, at the discretion of the department.
- 38. The notice period for termination of contract shall be one month by either party. However, the service provider shall continue the service on same terms until a new service provider is identified.
- 39. The selected service provider shall, at the end of the service period/termination of contract hand over the photocopier machines in working condition to the successor service provider.
- 40. Before quoting the rate, the physical inspection of machine can be made, if desired by the firm.
- 41. Service provider should agree to provide service even on holiday, if required so.
- 42. A firm having outstanding with the University due to any other tender/work of the university is not eligible and will not be consider

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#### 43. PENALTY CLAUSE

- A time period of 30 days will be given by the University to supply the material, depending upon the nature of item.
- If the supply is not made within the stipulated period then late delivery charges @2% will be imposed on the total amount of Supply Order up to delay of 30 days and thereafter @ 4% for another 30 days after which Supply Order/Rate Contract will be deemed cancelled & security/earnest money forfeited and company will be black-listed for future. However, the University can grant 15 days relaxation in the delivery period, based on the written request of the tenderer, if the University observes that the tenderer has valid reasons for non-supply of material within the stipulated time/ period.
  - If the Successful bidder refuses or does not respond to the instruction/orders with in stipulated period, the EMD shall be forfeited and order may stand cancelled.
  - If the firm refused to execute the orders fully or partially, the security amount shall be forfeited and supply order may stand cancelled.

#### 44. ARBITRATION

- In the event of any dispute or differences arising between the parties with regard to the terms and conditions of the agreement/contract and/or with regard to the breach or interpretation thereof including all rights and liabilities there under on any matter whatsoever touching upon the terms and conditions of the agreement/contract whether in course of or after its termination the parties will settle the same at the first instance by mutual discussions/conciliation which would be conducted by the Incharge, University Procurement & Facility Department, Baba Farid University of Health Sciences, Faridkot.
- ii) In the event the said mutual discussions/conciliation fails, the aggrieved party shall initiate arbitration proceedings for resolution of differences/disputes etc., mentioned above by appointing a sole arbitrator, who shall be the Registrar, BFUHS, Faridkot in which event the said proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act enforce.



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- iii) The venue of such arbitration proceeding shall be at Faridkot and the court in Faridkot alone will have jurisdiction in respect of all proceedings connected there with.
- **45. Jurisdiction** All disputes are subject to the jurisdiction of courts at Faridkot only.

| Dated:   | Signature  |
|--|--|
| Place:   | Name:  |
|  | Address:   |
|  | Contract No:   |
|  | E-mail id:   |
|  | With Seal  |
| Accepts all the terms & conditions                 | of the Tender Under hand and seal of the authorized person                             |
| Accepts all the terms & conditions                 |  |
|  | of the Tender Under hand and seal of the authorized person                             |
| Dated:   | of the Tender Under hand and seal of the authorized person  Accepted                   |
| Accepts all the terms & conditions  Dated:  Place: | of the Tender Under hand and seal of the authorized person  Accepted  Signature        |
| Dated:   | of the Tender Under hand and seal of the authorized person  Accepted  Signature  Name: |



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#### Annexure- V

### **Details about Bank Account of the firm who has deposited EMD**

| Name of | the firm: M/s     |              |
|---------|-------------------|--------------|
| Sr. No. | Particulars       | Detail       |
| 1.      | Account No.       |              |
| 2.      | Name of Bank      |              |
| 3.      | Branch Name       |              |
| 4.      | IFSC Code of Bank |              |
| 5.      | Name of Operator  |              |
|         |                   | Signature    |
| Place:  | ·                 | Name:        |
|         |                   | Address:     |
|         |                   | Contract No: |
|         |                   | E-mail id:   |
|         |                   | With Seal    |



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#### **Annexure-VI**

## **TENDER/CONDITIONS ACCEPTANCE LETTER**

| То  |   | Date:  |      |
|---|---|--|------|
|   | The Registrar<br>Baba Farid University of<br>Sadiq Road,<br>Faridkot. | Health Science,  |      |
| Subject:  | Acceptance of Terms & Con   | ditions of Tender.   |      |
| Dear Sir,   |   |  |      |
| designated website<br>2. I / We hereby ce<br>all documents like a | e.<br>rtify that I / we have read ent                                 | nent(s) for the above mentioned 'Tender/Work' from the terms and conditions of the tender documents. (includ), which form part of the contract agreement and I / we shotained therein. | ing  |
|   | m(s) issued from time to t<br>e submitting this acceptance l          | time by your organization too has also been taken in<br>letter.  | nto  |
|   | unconditionally accept the tets totality / entirely.                  | nder conditions of above mentioned tender document(s   | s) / |
| tender/bid includin   |   | d violated, your organization shall be at liberty to reject taid earnest money deposit absolutely and we shall not have not this condition.  |      |
|   |   | Yours Faithfu  | lly, |
|   |   | Signatures :-  |      |
|   |   | Name:  |      |
|   |   | Address:   |      |
|   |   | Contact No:-   |      |



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#### **Financial Bid**

To be filled on the e-procurement portal of the Govt. of Punjab only.

The rates quoted by the bidder must include all charges, however the GST will be paid extra, by the University, as per govt. rates (if applicable)