



# BIDDING DOCUMENT

For

**Award of Rate Contract for Providing Cable Television Services with and without Broadband Services at the University Campus**

**Volume 1-Technical Bid**

Invitation For Bid No.	:	GBPU/ESTATE/153
Issued on	:	22/02/2019



**G.B. Pant University of Agriculture & Technology  
Pantnagar – 263145 (Udham Singh Nagar)  
Uttarakhand**



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## SECTION - 1 : INVITATION FOR BIDS (IFB)

IFB No. : GBPU/ESTATE/

Date:

### Bidding for Award of Rate Contract for Providing Cable Television Services with and without Broadband Services at the University Campus

1. Sealed tenders are invited, in Two Bid System, from Authorized Cable Operators for award of rate contract for providing Cable Television Services with and without Broadband Services at the University campus as per the details given below. Preference will be given to Broadband service providers.

#### Schedule of Requirement

S. No.	Item	House/Colony	No. of Houses (Approx)
1.	Providing Cable Television Services with Broadband Services	Main Campus, Pantnagar; Haldi; Patharchatta; Matkota; Beni and Nagla	2500*
2.	Providing Cable Television Services without Broadband Services		

\*Nos. are indicative only, the actual figure may differ.

2. The complete bid document can be downloaded from website <http://www.gbpuat.ac.in> by paying a non-refundable and non-transferable **Bid Document Fee of Rs. 2,240/-** (Rs. 2000/- tender document fee Plus GST @12% Rs. 240/-) in the form of crossed Demand Draft issued by the Scheduled Bank (SBI/PNB/UCO Bank/ Union Bank of India Only) drawn in favour of **Comptroller, GBPUAT** and payable at **Pantnagar**.

a)	Date of commencement of sale of e-tender document and availability in website <a href="http://www.gbpuat.ac.in">http://www.gbpuat.ac.in</a>	:	DATE: 23-02-2019 TIME: 11:00 Hrs
b)	Last date for Sale of Bidding Document	:	DATE : 18-03-2019 TIME: 12:00 Hrs
c)	Date and Time of Pre-Bid Meeting	:	DATE : 07-03-2019 TIME: 14:30 Hrs
d)	Last date and Time for Submission of Bids online	:	DATE: 18-03-2019 TIME: 17:00 Hrs
e)	Last date for physical submission of tender, fee, EMD and other documents	:	DATE: 19-03-2019 TIME: 15:00 Hrs
f)	Date and Time of opening of Technical Bids	:	DATE: 19-03-2019 TIME: 15:30 Hrs
g)	Date and time of opening of Financial Bids	:	To be announced later-on after opening Technical Bids
h)	Pre-bid Meeting	:	Committee Room No. 02, Administrative Building, G. B. Pant University of Agriculture & Technology, Pantnagar-263145, U S Nagar (Uttarakhand)
i)	Place of opening of bids	:	E-tendering Cell, Office of the Stores Purchase, G.B. Pant University of Agriculture & Technology, Pantnagar 263145 Uttarakhand
i)	Address for Communication	:	Estate Officer, G. B. Pant University of Agriculture & Technology, Pantnagar-263145, U S Nagar (Uttarakhand)



3. All bids must be accompanied by Demand Draft/Fixed Deposit Receipt for **Rs.10,00,000/- (Rs. Ten lakhs Only)** pledged in favour of **Comptroller, GBPUAT** and payable at **Pantnagar** as Earnest Money Deposit (EMD), which will be refunded, if the offer is not accepted. In case, the offer is accepted, but not honored by the bidder, the Earnest Money will be forfeited. The Earnest Money will also be forfeited, if wrong information is provide in the Bid document.
4. Bid will be valid for a period of 02 (two) years which will be extendable for another one year subject to mutual consent to both the parties i.e. the University and the successful bidder.
5. The bidder has to submit the bid document either manually in the Tender Box kept in this Office or through Registered/Speed Post so as to reach this office on or before ..... (13:00 Hrs). This office will not be responsible for postal delay.
6. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
7. In the event of the date specified for bid receipt and opening being declared as a University holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the specified time.

**Estate Officer,  
G.B. Pant University of Agriculture & Technology  
Pantnagar - 263145 Uttarakhand**



## Section – 2 : Instructions to Bidders

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding documents which shall be binding till the completion of the contract unless modified expressly in between. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive may result in rejection of the bid.

<b>2.1</b>	<b>Eligibility Criteria</b>
	Only such of the bidders who meet the criteria specified below will be eligible to respond to this IFB. The pre-qualification criteria for the participating bidders are as given below:
<b>2.1.1</b>	The Bidder should be Registered Firm/Company or Authorized Franchisee. As proof of same the attested copy of GSTIN and PAN NO. Pertaining to Sales Tax, Service Tax & Income Tax registration needs to be furnished with the technical bid. Bids from Authorized Franchisee shall also be accepted subject to submission of certificate from the owner (franchiser) to this effect should be attached with the bid.
<b>2.1.2</b>	The proof of the Firm/Company/ Franchisee as Income Tax assesses (In the form of income Tax Return) for at least last Three year should be enclosed.
<b>2.1.3</b>	The Bidder should have been in operation for at least three years as on <u>31st March 2018</u> as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registering Authority.
<b>2.1.4</b>	The Bidder shall have a minimum annual turnover of Rs. 1 crore (revenue) during the last 3 financial years ending <u>31st March 2018</u> from related operations as evidenced by the audited accounts of the company.
<b>2.1.5</b>	Bidder should provide list of customer(s) to whom similar type of services have been supplied earlier.
<b>2.1.6</b>	Bidder should not have been blacklisted by Central Government, State Government or any other Govt. Institute(s) /Govt. Organization. For this the bidder should furnish affidavit of Rs. 100/- Non-Judicial Stamp Paper that the firm is not blacklisted.
<b>2.1.7</b>	Any company / firm / Franchisee blacklisted by Central/State Government Organization are not entitled to submit the Bid. If it is submitted, it will be rejected and Earnest Money Deposit will be seized and legal action will be taken against them.
<b>2.2</b>	<b>Cost of Bidding</b>
<b>2.2.1</b>	The Bidder shall bear all costs associated with the preparation and submission of its bid, and, G.B. Pant University of Agriculture & Technology, Pantnagar, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.



<b>2.3</b>	<b>Clarification of Bidding Documents</b>	
	<b>2.3.1</b>	A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or email or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives not later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.
	<b>2.3.2</b>	<b>Pre-Bid Conference:</b>
		A pre-bid conference shall be held at the following address and venue wherein the interested bidder may meet the representative of purchaser/indenter to seek clarification on the Bid Document.
		<b>Venue :</b> Chief Personnel Officer G.B. Pant University of Agriculture & Technology Pantnagar-263145 Uttarakhand Date : ..... Time : ..... Hrs
<b>2.4</b>	<b>Amendment of Bidding Documents</b>	
	<b>2.4.1</b>	At any time prior to the deadline for submission of bids, the Purchaser 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 amendment.
	<b>2.4.2</b>	All prospective bidders who have received the bidding documents will be notified of the amendment in writing or email or fax, and will be binding on them.
	<b>2.4.3</b>	In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.
<b>2.5</b>	<b>Preparation of Bids</b>	
	<b>2.5.1</b>	<b>Language of Bid</b>
		The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
	<b>2.5.2</b>	<b>Documents Constituting the Bid</b>
		The bid is required to be submitted in <b>two parts</b> . One part is the <b>Techno-Commercial Un-priced Bid</b> and the other part is the <b>Financial/Price Bid</b> .



		<b>I.</b>	<b><u>Techno-Commercial Unpriced Bid</u></b>
			The <b>Techno-Commercial Un-priced Bid</b> prepared by the Bidder shall include the following without indicating the price in the Bid Form:
		a)	a Bidder Information Sheet and other documents completed in accordance with Bidder Information Sheet – section 7;
		b)	documentary evidence established in accordance with ITB Clause 2.6 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
		c)	documentary evidence established in accordance with ITB Clause 2.8 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
		d)	bid security furnished in accordance with ITB Clause 2.12 (bid security).
		<b>II.</b>	<b><u>Financial/Price Bid</u></b>
			The <b>Price/Financial Bid</b> shall comprise the following documents with price indicated in the bid form.
		a)	Bid form, in accordance with ITB clause 2.8 with signature & seal of the bidder on it; and
		b)	Price schedule in accordance with ITB Clauses 2.9 and 2.10. The rates and the amount should be quoted in figures as well as in words. Alteration, if any unless legibly attested by the bidder, with their full signature, shall invalidate the Bid.
<b>2.6</b>	<b>Documents Establishing Bidder's Eligibility and Qualifications</b>		
	<b>2.6.1</b>	Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.	
	<b>2.6.2</b>	The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction that, in the case of a Bidder offering to supply services under the contract which are beyond the control of the Bidder, the Bidder has been duly authorized (as per authorization form in Section - 8) by the owner (Franchiser) to supply the services in India.	
<b>2.7</b>	<b>Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b>		
	<b>2.7.1</b>	Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.	
	<b>2.7.2</b>	The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods.	
<b>2.8</b>	<b>Bid Form</b>		
	<b>2.8.1</b>	The Bidder shall complete the Bid Form and furnish the full details. The bids with incomplete Bid Form shall be rejected as non-responsive.	



<b>2.9</b>	<b>Bid Price</b>	
	<b>2.9.1</b>	The Bidder shall indicate the unit prices for the services it proposes to supply under the order and enclose it with the priced bid.
	<b>2.9.2</b>	Prices indicated shall be entered separately in the following manner
	<b>a)</b>	The price of the necessary gadgets like Set Top Box, AC Adapter, Remote Control, Router etc., for providing the required services should be quoted inclusive of all taxes including GST.
	<b>b)</b>	<b>Taxes:</b> If there is no explicit mention of taxes in your offer then quoted price will be deemed inclusive of such taxes. <b>No other charges except those mentioned clearly in the offer will be paid.</b>
<b>2.10</b>	<b>Bid Currencies</b>	
	<b>2.10.1</b>	Prices shall be quoted in Indian Rupees only.
<b>2.11</b>	<b>Bid Security</b>	
	<b>2.11.1</b>	Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in IFB.
	<b>2.11.2</b>	The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 2.13.7.
	<b>2.11.3</b>	The bid security shall be denominated in Indian Rupees and shall:
	<b>a)</b>	At the bidder's option, be in the form of either a bankers' cheque, a demand draft, or Fixed Deposit Receipt endorsed in favour of purchaser shall also be acceptable.
	<b>b)</b>	be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 2.12.7 are invoked;
	<b>c)</b>	be submitted in its original form; copies will not be accepted; and
	<b>d)</b>	Remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 2.13.2.
	<b>2.11.4</b>	Any bid not secured in accordance with ITB Clauses 2.12.1 and 2.12.3 above will be rejected by the Purchaser as non-responsive.
	<b>2.11.5</b>	Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not earlier than 30 days after the expiry of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 2.13.
	<b>2.11.6</b>	The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 2.24 (Signing of Contract), and furnishing the performance security, pursuant to ITB Clause 2.25 (Performance Security).
	<b>2.11.7</b>	The bid security may be forfeited:
	<b>a)</b>	if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors; or
	<b>b)</b>	in case of a successful Bidder, if the Bidder fails: (i) to sign the Contract in accordance with ITB Clause 2.25; or (ii) to furnish performance security in accordance with ITB Clause 2.26.





<b>2.12</b>	<b>Period of Validity of Bids</b>	
	<b>2.12.1</b>	Bids shall remain valid for <b>120 days</b> after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	<b>2.12.2</b>	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or email or fax). The bid security provided under ITB Clause 2.12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
	<b>2.12.3</b>	Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
<b>2.13</b>	<b>Format and Signing of Bid</b>	
	<b>2.13.1</b>	The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
	<b>2.13.2</b>	Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
	<b>2.13.3</b>	The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.
<b>2.14</b>	<b>Submission of Bids</b>	
	<b>2.14.1</b>	<b>Offline Submission of Bids</b>
		The bidder shall seal the Techno Commercial Un-priced Bid and the Price/Financial Bid in <b>two separate envelops</b> duly marked as " <b>Techno Commercial Un-priced Bid</b> " and " <b>Price/Financial Bid</b> " respectively. Both the envelopes shall then be sealed in one outer (main) envelope. In case of any discrepancy/ambeqequty in online bid, the hard copy shall be considered as final and shall be considered for evaluation.
		The inner and outer envelopes shall:
	<b>a)</b>	Be addressed to the Purchaser at the following address: <b>The Chairman, Campus Wide Cable TV Networking Committee C/o Office of the Estate Officer, G. B. Pant University of Agriculture &amp; Technology, Pantnagar - 263145, U S Nagar, Uttarakhand</b>
	<b>b)</b>	Bear the Item Name /Reference No./ Last Date for Submission of Tender / Date of Opening of Tender / Firm's Name & Address and a statement " <b>Do not open before 15:30 hrs (IST) on .....</b> " As per the IFB details.
	<b>c)</b>	If the outer envelope is not sealed and marked as required Clause 2.14.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
<b>2.15</b>	<b>Modification and Withdrawal of Bids</b>	



	<b>2.15.1</b>	The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
	<b>2.15.2</b>	No bid may be modified subsequent to the deadline for submission of bids.
	<b>2.15.3</b>	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form or after placing the purchase order by the purchaser. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 2.12.7.
<b>2.16</b>	<b>Opening of Bids by the Purchaser</b>	
	<b>2.16.1</b>	The Purchaser will open all Techno Commercial Unpriced Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation to bids.
	<b>2.16.2</b>	In the event of the specified date of Bid opening being a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.
	<b>2.16.3</b>	If in response to our TWO BID enquiry, a single combined bid is submitted, it will be opened at the risk and responsibility of bidder.
<b>2.17</b>	<b>Clarification of Bids</b>	
	<b>2.17.1</b>	To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained.
<b>2.18</b>	<b>Preliminary Examination</b>	
	<b>2.18.1</b>	The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Franchisee, without proper Authorization from the owner (franchiser) shall be treated as non-responsive and rejected summarily.
	<b>2.18.2</b>	Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.
	<b>2.18.3</b>	The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid in terms of specifications and clauses of the bid document, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.
	<b>2.18.4</b>	Prior to the detailed evaluation, the Purchaser will determine the <b>substantial responsiveness</b> of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the specifications and terms and conditions of the Bid Document without



		material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security. Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
	<b>2.18.5</b>	If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
	<b>2.18.6</b>	After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately and EMD shall also be forfeited.
<b>2.19</b>	<b>Evaluation &amp; Comparison of Bids</b>	
	<b>2.19.1</b>	For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:
	<b>a)</b>	The final offer after all discounts, taxes etc. shall be the basis of evaluation.
	<b>2.19.2</b>	Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining <i>inter-se</i> position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.
<b>2.20</b>	<b>Award Criteria</b>	
	<b>2.20.1</b>	Subject to ITB Clause 2.24 (Notification of Award), the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
<b>2.21</b>	<b>Purchaser's Right to Vary Quantities at Time of Award</b>	
	<b>2.21.1</b>	The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>2.22</b>	<b>Purchaser's Right to Accept Any Bid and to Reject Any or All Bids</b>	
	<b>2.22.1</b>	The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
<b>2.23</b>	<b>Notification of Award</b>	
	<b>2.23.1</b>	Prior to the expiry of the period of bid validity, the Purchaser will notify the



		successful bidder in writing by registered letter or fax or e mail that the bid has been accepted by way of a Purchase Order.
	<b>2.23.2</b>	Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 2.27 (Order Acceptance), the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.
<b>2.24</b>	<b>Signing of Contract</b>	
	<b>2.24.1</b>	At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
	<b>2.24.2</b>	Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser. It will be registered at office of the Sub Registrar, Kichha. The cost will be borne by the successful Bidder.
<b>2.25</b>	<b>Performance Security</b>	
	<b>2.25.1</b>	Within 21 days of the receipt of notification of award/purchase order from the Purchaser, the successful Bidder shall furnish the performance security of 5% of the contract value, in the Performance Security Form provided in the Bid Document or in the form of Demand Draft / Fixed Deposit Receipt in favour of the <b>Comptroller, GBPUAT</b> payable at <b>Pantnagar</b> .
	<b>2.25.2</b>	Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulm of the award and forfeiture of the bid security and call for new bids.
<b>2.26</b>	<b>Order Acceptance</b>	
	<b>2.26.1</b>	The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 2.12.7 of ITB.
<b>2.27</b>	<b>Supply</b>	
	<b>2.27.1</b>	The successful bidder has to execute the agreement with in the time frame as stated in schedule of requirement.
<b>2.28</b>	<b>False /Forged Documents</b>	
	<b>2.28.1</b>	The Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of Earnest Money Deposit.
	<b>2.28.2</b>	In case, the information /documents furnished by the vendor/contractor forming basis of evaluation of the bid is found to be false /forged after the award of contract, the purchaser shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor without any prejudice to other rights available to the purchaser under the contract such as forfeiture of Performance Security deposit, withholding of payment etc.



	<b>2.28.3</b>	In case this issue of submission of false documents comes to the notice after execution of work, the purchaser shall have full right to forfeit any amount due to the vendor/contractor along with forfeiture of Performance Security deposit furnished by the vendor/contractor.
	<b>2.28.4</b>	Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of the Purchaser debarring them from future business with the Purchaser.

### Section – 3: General Terms & Conditions

<b>3.1</b>	<b>Definitions</b>	
	<b>3.1.1</b>	In this Contract, the following terms shall be interpreted as indicated:
	a)	"Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
	b)	"Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
	c)	"Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
	d)	"Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
	e)	"Purchaser" means the organization purchasing the Goods & Services.
	f)	"Supplier" means the individual or firm supplying the Goods and Services under this Contract.
<b>3.2</b>	<b>Bid Document</b>	
	<b>3.2.1</b>	<b>Bid Document Fee</b>
		The non-refundable and non-transferable Bid Document fee is Rs. 2000/- (Rs. 2000/- document fee Plus Rs. 240/- GST (@12%) totaling to Rs.2240/-) which is payable in the form of crossed Demand Draft issued by SBI/PNB/UCO Bank/ Union Bank of India and drawn in favour of <b>Comptroller, GBPUAT</b> payable at <b>Pantnagar</b> .
	<b>3.2.2</b>	<b>Techno-commercial Un-priced Bid</b>
		The Techno-commercial Un-priced Bid should contain the documents in the following order:
	a)	<b>Envelope – I</b> : Bid document fee & Bid Security Details along with the Demand Draft/Bankers' Cheque/Fixed Deposit Receipt of specified amount, in original.
	b)	<b>Envelope – II : Technical Bid</b>
		i) Bidder Information Sheet along with allied attachments in



				pursuance to ITB Clause 2.5.2.
			ii)	Audited Financial Statements and Income Tax Returns for last three years ending March 2017 in pursuance to ITB Clause(s) 2.1.1, 2.1.3 and 2.1.8.
			iii)	Non-black Listing Affidavit on Rs. 100/- non-judicial stamp paper in pursuance to ITB Clause 2.1.10.
			iv)	Owner (Franchisor) Authorization Form in pursuance to ITB Clause 2.1.5
			v)	Performance Statements for last three years in pursuance to ITB Clause 2.1.5.
			vi)	List of Clients/Customers in pursuance to ITB Clause 2.1.5.
			vii)	Documents pertaining to offered product (Set Top Box etc.) in pursuance to ITB Clause 2.8.2.
			viii)	Technical Compliance Statements for offered product in pursuance to ITB Clause 2.8.2.
	<b>3.2.3</b>	<b>Financial Bid</b>		
			The financial bid should contain the documents in following order:	
			i)	Bid Form
			ii)	Price Schedule / Financial Bid
<b>3.3</b>	<b>Performance Security</b>			
	<b>3.3.1</b>	Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security in the amount specified in IFB.		
	<b>3.3.2</b>	The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.		
	<b>3.3.3</b>	The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:		
		a)	A Bank guarantee, issued by a Nationalized/Scheduled bank located in India in the form provided in the bidding documents; or	
		b)	A Banker's check, demand draft or Fixed Deposit Receipt pledged in favour of <b>Comptroller, G.B. Pant University of Agriculture &amp; Technology, Pantnagar</b> and payable at <b>Pantnagar</b> .	
	<b>3.3.4</b>	The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.		
<b>3.4</b>	<b>Liquidated Damages</b>			
	<b>3.4.1</b>	Subject to Clause 3.8 (Force Majeure), if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, impose liquidated damages for unperformed Services for each day of delay until actual performance, up to a maximum deduction of the 10% Percentage. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.7 (Termination for Default).		





<b>3.5</b>	<b>Termination for Default</b>	
	<b>3.5.1</b>	The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
	a)	if the Supplier fails to deliver any or all of services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
	b)	if the Supplier fails to perform any other obligation(s) under the Contract.
	c)	if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract.
<b>3.6</b>	<b>Force Majeure</b>	
	<b>3.6.1</b>	The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	<b>3.6.2</b>	For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	<b>3.6.3</b>	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>3.7</b>	<b>Settlement of Disputes</b>	
	<b>3.7.1</b>	The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	<b>3.7.2</b>	If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
	<b>3.7.3</b>	All disputes and question, if any arising between the purchaser and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to the sole arbitration of <b>the Vice-chancellor, G.B. Pant University of Agriculture &amp; Technology, Pantnagar</b> . The decision of the sole



		arbitrator shall be final and binding upon both the parties and subject to adjudication of Udhm Singh Nagar District Court. Place for arbitration shall be at Pantnagar (Uttarakhand), India.
<b>3.8</b>	<b>Jurisdiction</b>	
	<b>3.8.1</b>	The obligations and liabilities arising out of the contract shall be construed in accordance with the laws of Union of India. The Udhm Singh Nagar (Uttarakhand) District Court Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the disputes.





#### 4. Special Terms and Conditions for Supplying Cable TV and Broadband Services at Pantnagar University Campus

- 4.1. It will be mandatory for the licence holder of the Dish Antenna for cable television broadcasting to show all free-to-air channels of Government of India, as well as all rules and regulations from the TRAI, Government of India must strictly be followed. The full packages of Star Group, Soni Group, ZeeTV Group, Sports Group, India Cast etc. will be broadcasted. According to the interest of the consumers of cable TV, the HD channels can be replaced and increased.
- 4.2. Dish antenna license holder will not demand any connection fee or security deposit from the consumers, except for set-top box. Only monthly charges will be collected by license holders from the consumers at his own and shall have to furnish cash receipt for the same.
- 4.3. For the digital signals of Cable TV, the license holder should install a set-top box for MPEG4 format of signals, and should quote the rates for the repair and maintenance of set-top boxes. In case of the retirement or the transfer of the consumer (University employee) of the cable TV, the condition for refund of security money against the return of set-top box will have to be clearly mentioned. It is mandatory to mention the set top box features with rates of HD channels and HD Set-top boxes.
- 4.4. The period of licenses of the dish antenna will be only for three years. Which, on the recommendation of the consumers and the committee, can be extended for one year, but in the inescapable circumstances the licenses can be cancelled at any time on one month's notice.
- 4.5. No change in monthly rates will be entertained in the contract period. After the expiry of the contract period, if the contract term is extended, then the committee may consider revision of rates.
- 4.6. With the tender, the bidder will have to submit an Earnest Money Deposit of Rs. 10.00 Lakhs, in the form of Fixed Deposit Receipt, mortgage (pledged) in favour of the Comptroller, G. B. Pant University of Agriculture and Technology, payable at the Pantnagar branch of State Bank of India / UCoBank / Punjab National Bank or Union Bank of India, only.
- 4.7. A successful bidder will have to pay a performance security in the form of FDR equal to 05 percent of the total income of three years at the time of agreement. The Earnest Money Deposit submitted with the tender shall be returned to the successful bidder after signing the contract/agreement.
- 4.8. The license of dish antenna is completely irrevocable. License will be cancelled, if transferred to another person/firm.
- 4.9. Downlinking of the channels will be done by the licence holder in the University campus itself. Building facility will be made available for the installation of the antenna and other accessories/equipment, and leased to license holder on the basis of monthly rent as decided by the University. The University has no obligation to give any residence to the



license holder. The rent for the leased building will be payable per month as per the rules. If the rate of rent of building / accommodation increases in the future, then the rent will be recovered at the revised rates.

- 4.10. For the Dish Antenna, the license holder will have to take connection from the Electric Division of the University by depositing the desired security amount and the license holder will be liable to timely deposition of the monthly electricity charges at the prescribed rates.
- 4.11. The Dish Antenna License Holder will complete all the formalities related to operating the cable TV in the campus, such as licenses and entertainment taxes, etc. within a month at his own cost. The University will not be responsible for any kind of penalties and tax related issues.
- 4.12. Licensee will be responsible for giving and maintaining the line up to the TV set, for which he will not be given any extra payment.
- 4.13. If there is any defect in the dish antenna or in the line or the complained by the consumer by 9:00 PM, the license holder will have to correct the fault within one day. If the programs are not transmitted for more than two days except the situation of any natural calamity, or the circumstances beyond human control then consumers will have the right to cut 20 percent from the monthly charges.
- 4.14. The Dish Antenna License Holder will have to provide connections to the consumers within one-month period or as per instructions of the Estate Officer. In the prescribed period, if the License Holder fails to give the connection to the consumers by installing dish antenna, then the contract will be terminated automatically and its security money will be seized.
- 4.15. In the event of not providing satisfactory service, the penalty of Rs 5,000.00 may be imposed on the licence holder for the first time which may go upto Rs. 10,000.00 for second time. The full deposit amount can be confiscated and the contract can be cancelled if the event is recurring.
- 4.16. On the requirement of the Tarai Bhawan / Guest Houses at the University, the cable connection will be given on priority as per the instructions of the Vice Chancellor.
- 4.17. A separate entertainment channel will be provided by the licence holder for advertisements. It will be mandatory for the licence holder to get approval from the competent authority of the University for this purpose. Showing commercial ads on other channels will be totally prohibited.
- 4.18. The licence holder has to complete the registration formalities with the concerned Office of the District according to the rules and regulations for cable transmission.
- 4.19. If the licence holder or any of its representatives / employees are found involved in any kind of anti-social or illegal activities, the University Administration will have the right to take strict administrative action against them, including abrogating the contract with immediate effect. Any employee / representative of the licence holder will have to be removed immediately without any reason, if found engaged in undesirable activities. In view of safety, the contractor will take necessary steps for locking the Dish Antenna control room.



- 4.20. The licence holder will have to pay Rs. 10,000.00 per month as royalty against the use of electric poles in the University and it will be mandatory to use the insulator and angle iron on the use of electric poles, whose expenditure will be borne by the licence holder.
- 4.21. It is mandatory for the licence holder to broadcast the University's programs, free of cost, on any one channel of the 3-4 channels indicated by the University.
- 4.22. In the control room, arrangement of the generator and technician will be ensured by the licence holder from 5.00 am to 12.00 pm.
- 4.23. The above rules and rates will be equally applicable to the entire University campus (Matkota, Pattherchatta, Haldi, Beni and Nagla) and the conditions prescribed by the University will have to be ensured by the licence holder.
- 4.24. The tenderer has to give certificate of latest technical specifications of equipment (ISO / equivalent level certificate) along with tender.
- 4.25. The tenderer will have to attach the certificate from the Chartered Accountant of annual turnover of Rs. 30.00 lakhs in the related business.
- 4.26. The licence holder can also be directed to provide the internet facility to consumers in the campus in future. Thus the internet rates must be mentioned in the bid separately giving details of the data download/upload speed, data limits and rates for long/short duration/monthly packs with unlimited data.
- 4.27. It is mandatory to stop the transmission of any channel immediately in the entire campus including Matkota, Pattherchatta, Haldi, Beni and Nagla after the University instruction. For this, the Director, Administration / Vice Chancellor's order will be binding upon the licence holder.
- 4.28. If the service is not satisfied, then the consumer can complain to the University Administration (Estate Officer). Action can be taken by the University Administration according to the rules by taking the cognizance of complaint.
- 4.29. It is mandatory to get approval from the District Magistrate, U.S. Nagar / University Administration, to show advertisements in the channel, other than the specified advertisement channel.
- 4.30. The contractor must broadcast all FM channels of the University.
- 4.31. University personnel or its immediate affiliates will not be able to participate in this tender.
- 4.32. Vice-Chancellor, G.B. Pant University of Agriculture and Technology, Pantnagar, will be the sole arbitrator in the event of any dispute. In any case, arising between the licence holder and the University, the disposal of direct and indirect dispute in any case will be referred to the Vice-Chancellor, G.B. Pant University of Agriculture and Technology, Pantnagar or the nominated officer, whose decision will be final and universal and any person or the party will not even submit a civil dispute.

**Additional Terms and Conditions set out in relation to the licenses given to provide dish antenna services in the university campus**

- 4.33. The contractor will have to maintain cleanliness and peace in the control room and the surrounding area so that the people around them can't face problems.



- 4.34. Any kind of intoxication or intoxicant beverage / substance will not be kept in the control room and any other place in the premises by the contractor nor will it be used. The use of these substances by the contractor and its personnel will also be prohibited in the premises.
- 4.35. Any loss or damage to the University property (including the control room) by the licence holder will be recovered from the licensee as per the decision of the Vice-Chancellor.
- 4.36. The advertisement / signboard can be displayed in front of the control room by the licence holder, but not above or below the building.
- 4.37. The licence holder and his employees are not allowed to do any business in the control room and premises and there will be a ban for any other type of business.
- 4.38. Any officer authorized by the Director, Works & Plants, Estate Officer, Security Officer, Medical Officer or Vice-Chancellor will periodically inspect / examine the control room and surrounding area.
- 4.39. On the basis of the report given to the Vigilance Officer (Director, Administration & Monitoring) by the Inspecting Authority, administrative action may be taken against the licence holder. The Licensee can appeal to the Vice-Chancellor on the action taken against him and the decision of the Vice-Chancellor will be final and binding on the licence holder.
- 4.40. The contractor must ensure to follow of rules. In the absence of this, the licence of Cable TV can be cancelled by imposing financial penalties on the contractor.



## Section - 5 : Schedule of Requirement

S. No.	Item	House/Colony	No. of Houses	Delivery Schedule
1.	Providing Cable Television Services with Broadband Services	Main Campus, Pantnagar; Haldi; Patharchatta; Matkota; Beni and Nagla	2500*	60 Days
2.	Providing Cable Television Services without Broadband Services			

*\*indicative only the actual figures may vary.*



## Section – 6: Specifications

### Set Top Box Specification- HD

#### **HDTV Set Top Box with smart card slot, remote and power adaptor**

Video Recording	:	Aspect Ratio 16:9, 4.3 Video Resolution 1080P, 1080i
Support Recorder Format	:	HD MPEG 1/2/4
3D	:	3D Graphics
USB 2.0/3.0	:	Host Support (PVR, MP3, Picture viewer)
Recording		Recording and Play Back with essential USB 2.0 Devices
Memorize function		Program memorize function when shutdown and circuit break
Sound		DOLBY True HD and DTS
Input/ Output		RF input, A/V output, HDMI Output
Warrantee	:	03 Years



## Section – 7 : BID DOCUMENT FEE & BID SECURITY DETAILS

[on the letter head of the Bidder]

Bid Reference No.: [insert number from Invitation For Bids]

Bidder's Reference No. : ..... Date of Submission: .....

Bid for Supply of .....

01.	Bidder's Name	
02.	Bidder's Mailing Address	
	Contact No.	
	Fax No.	
	Email Address	
<b>03.</b>	<b>Bid Document Fee Details</b>	
	Mode of Payment : Demand Draft/Bankers' Cheque	
	Demand Draft/Bankers' Cheque No. & Date	
	Amount (Rs.)	
	Name of the Bank	
<b>04.</b>	<b>Bid Security Details</b>	
	Mode of Payment : Demand Draft/Bankers' Cheque/FDR	
	Demand Draft/Bankers' Cheque /FDR No. & Date	
	Amount (Rs.) (refer IFB)	
	Name of the Bank	
	Validity Date	

Signature of Bidder \_\_\_\_\_

Seal \_\_\_\_\_



## Section – 8 : BIDDER INFORMATION SHEET

[on the letter head of the Bidder]

Bid Reference No.: [insert number from Invitation For Bids]

Bidder's Reference No. : ..... Date of Submission: .....

Bid for Supply of .....

01.	Bidder's Legal Name	
02.	In case of JV, legal name of each party	
03.	Bidder's actual/intended Place & Year of Registration (Attach relevant document)	
04.	Bidder's Mailing Address	
	Contact No.	
	Fax No.	
	Email Address	
05.	Bidder's Status (Whether Firm/Company or Authorized Franchisee) (Attach relevant document)	
06.	Bidder's Service Tax Registration No. & Date (Attach relevant document)	
07.	Bidder's Entertainment Tax Registration No. & Date (Attach relevant document)	
08.	Bidder's Sales Tax / VAT Registration/TIN No. & Date (Attach relevant document)	
09.	Bidder's Income Tax PAN No. (Attach relevant document)	
10.	Is the Bidder is ISO/ISI certified? If yes, Attach relevant document	
11.	Bidder's Authorized Representative Information	
	Name	
	Address	
	Telephone/Fax numbers:	
	Email	

Signature of Bidder \_\_\_\_\_

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Seal \_\_\_\_\_





## Section – 9 : BID FORM

Date : .....

IFB No : .....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... (Description of Goods and Services) in conformity with the said bidding documents for the sum of ..... (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 05 percent of the Contract Price (average cable charges for 36 months assuming the total number of connections as 2500) for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in ITB Clause 2.12 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Amount Name and address of agent	Rupees	Purpose of Commission or gratuity
--	--------	--------------------------------------

\_\_\_\_\_  
(if none, state "none").

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2.1 of the bidding documents.

Dated this ..... day of ..... 20 .....

\_\_\_\_\_  
(signature) (in the capacity of)  
Duly authorized to sign Bid for and on behalf of \_\_\_\_\_



## Section – 10 : OWNER (FRENCHISER) AUTHORIZATION FORM

No.\_\_\_\_

Dated \_\_\_\_\_

To,  
Estate Officer  
G.B. Pant University of Agriculture & Technology,  
Pantnagar – 263145, Udham Singh Nagar (Uttarakhand)

Dear Sir,

We, ..... who are established and reputed owner ..... of having corporate office at ..... (*address of firm/owner*) ..... do hereby authorize M/s ..... (*Name and address of Agent*) to submit a bid, negotiate and sign contract against your Bid enquiry and or execute the contract.

No company or firm or individual other than M/s ..... is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per Clause 3.4 of the General Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name) (Name of manufacturers)

**Note:** This letter of authority should be on the letter head of the firm/owner and should be signed by a person competent and having the power of attorney to bind the firm/owner. It should be included by the Bidder in its techno-commercial unpriced bid.



## Section – 11 : FORMAT FOR AFFIDAVIT OF NON-BLACK LISTING

(To be furnished on Rs. 100 Non-Judicial Stamp Paper)

To,  
Estate Officer  
G.B. Pant University of Agriculture & Technology,  
Pantnagar – 263145, Udham Singh Nagar (Uttarakhand)

In response to the Bid No..... dated ..... for quoting against the Bid as a Director of M/s ....., I / We hereby declare that our Company/Firm ..... is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding during last three financial years by any State/Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Yours faithfully,

Authorized Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

Company name\_\_\_\_\_



**Section – 12 : BIDDER’S PERFORMANCE STATEMENT FORM**  
(For A Period of Last 3 Years)

Name of the Firm.....

Full address of Purchaser	Order No. and date	Description of Services	Cost of Agreement	Date of completion of Contract	Remarks indicating reasons for any delay in execution of contract	Attach a certificate from the purchaser/Consignee	Contact Person along with Tel. No. NO., Fax No. & e- mail address

Date:

Signature of Bidder

Place :

Seal



## Section – 13 : PERFORMANCE SECURITY FORM

To,  
The Comptroller,  
G.B. Pant University of Agriculture & Technology,  
Pantnagar – 263145, Udham Singh Nagar (Uttarakhand)

**WHEREAS** ..... (Name of Supplier)  
Hereinafter called "the Supplier" has undertaken, in pursuance of Contract no.....  
dated,..... 20.. to supply.....(Description of Goods  
and Services) hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Signature and Seal of Guarantors

Date : .....

(Complete Address/Contact Details with  
Tel./Fax/email etc)



## Section - 14: CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20..... Between ..... (*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter called "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., ..... (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Terms & Conditions of Contract; and
  - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS



TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said ..... (For the Purchaser)  
in the presence of:.....

Signed, Sealed and Delivered by the  
said ..... (For the Supplier)  
in the presence of:.....



## Section - 15 : FINANCIAL BID