

# **Tender Document**

## **Doctor Harisingh Gour Vishwavidyalaya**

*(A Central University)*  
**Sagar-470003 M.P. India**

### **SCHEDULE OF TERMS & CONDITIONS**

No. DHSGV/Purchase/ UGC –OTG/SKJ/ Biotechnology/ 2015 Date **27.11.2015**

**Subject:** *Supply of Cooling Centrifuge as per the technical details and specifications as given below:-*

#### **(I) Schedule of Requirements**

*Sealed bids are invited in a Two-Bid-System (Technical and Financial Bids) for supply of **Cooling Centrifuge** to the University as per the technical details and specifications given below:*

#### **(II) Specifications**

### **Specification of Cooling Centrifuge**

- Centrifuge has Brushless motor with frequency drive.
- Centrifuge has Max RPM of 20000 approx. and RCF 37000 approx.
- Max tube Capacity 100 ml, Max. capacity 4 x 100 ml.
- Compactable rotor head of different size from 0.2 ml to 100 ml.
- Temp range max - 8° C.
- LED display of RPM, Temp., and timer with feather touch keys for parameter setting & Last parameter recall facility.
- Instrument has two acceleration profiles and three deceleration profiles with fast spin facility.
- CFC free refrigeration system.

- Centrifuge has hydraulic hinges for auto opening of lid and to prevent the lid falling.
- Digital countdown timer 0-99 min & Continuous run.
- Motor overload protection & Imbalance detection with centrifugation cut-off.
- Emergency lid lock release system.
- Automatic Rotor Identification.
- Supply: 220-240 Volts 50 Hz single Phase with suitable voltage stabilizer.
- Rotor head 12x15ml
- Rotor head 8x50ml
- Rotor head 24x1.5ml
- 6 strips of PCR 8x0.2ml

### **III) Terms, Conditions and General Information:**

1. Last date and time of receipt of Tenders: **21.12.2015 (3.00PM)**

2. Date & Time of opening of Tender: **22.12.2015 (3.00PM)**

3. **Tender Document Fee: Rs. 500.00** (Non refundable)

4. **Earnest Money Deposit:** (Rs. 5000.00) of the estimated value of the machine/equipment mentioned in the tender in favor of Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P). Estimated cost of the Equipments: 2,50,000.00

5. **Purchase of Tender Document:** Tender document may be downloaded from the University website [www.dhgsu.ac.in](http://www.dhgsu.ac.in) or can be purchased from the Office of Director, Research & Development, Dr. Harisingh Gour Vishwavidyalaya, Sagar on payment of fee as specified above. Tender document downloaded from the website should be accompanied with the tender document fee, in the form of Demand Draft, failing which bid will be rejected.

6. 'Two-Bid-System' to be strictly followed (One for Technical and one for Financial Bid in two separate covers).

7. The University shall not be responsible for any delay/loss or non-receipt of tenders by Indian post.

8. No unsolicited correspondence shall be entertained after submission of the offer.

**9. Bidder must sign and stamp all the pages of tender document and supporting documents towards acceptance of the terms and conditions of the tender.**

*10. Tender Document Fee and EMD must be enclosed with the Technical Bid. Commercial Bid will be submitted separately. Bids without EMD in technical Bid will be rejected.*

**11. The University Authority has full and exclusive right to accept or reject any bid or tender and /or withdraw the Purchase Order without assigning any reason, whatsoever.**

*12. Tender is not transferable.*

*13. Tenders received through Fax/e-mail will **not** be accepted.*

*14. Separate Bids for each equipment, complete in all respects superscribing the envelope **Tender for Cooling Centrifuge'** must reach **Head, Department of Biotechnplogy, Dr. Harisingh Gour University, Sagar-470003(M.P.)** on or before **21.12.2015 (3.00pm)**. Bids received late shall not be entertained.*

*15. **Price Schedule:** Price should include the Delivery, installation, commissioning, training charges (if any), etc. at the University. The prices quoted shall remain final until equipment is supplied, installed and commissioned to the specified place in the University.*

*16. **Quoting the Core price & Tax, Duties, Discount etc.;** Taxes / duties /discounts, if applicable, are to be explicitly and separately shown in the bid.*

*17. **Risk Purchase:** In the event of the bidder/ supplier failure to supply the ordered equipment of acceptable quality in scheduled delivery period or the services as per the contract, the purchaser reserves the right to procure the ordered item from any other source at the bidder/supplier risk and cost and all such expenses and losses incurred by the purchaser in this regard shall be borne by the bidder/supplier. The university shall retain the right of forfeiture of performance security and/or any other action(s) as deemed fit.*

#### **(IV) Eligibility and other important Points**

*1. **Eligibility:** The Original Equipment Manufacturer (OEM) or their authorized dealer must have requisite domain expertise with regard to supply, installation and post-sale service of the equipment. The OEM or their authorized dealer should have been in existence for at least six years as on the date of this tender and must have executed at least three orders for this kind of equipment during the last three years.*

2. **Warranty:** *Equipment covered under this tender, when purchased and installed, shall be warranted for the quality, workmanship, trouble free operation and performance for a period of at least 36 months including company's own warranty period from the date of putting the system into operation at the University or at least 42 months from the date of receipt of the last lot of the consignment in India. If any item warranty fails, the same shall be replaced free of cost including all the applicable charges including shipping cost both ways. (A signed Bidder's Warranty as per ANNEXURE-IV has to be submitted along with the Bid Document). However, it shall be obligatory on the part of the OEM/Bidder to extend the support for at least next five years after the warranty period.*

3. *The information pertaining to infra-structural, power and any other requirement for satisfactory installation and commissioning of the whole system must be provided by the bidder at least 60 days in advance of the installation to be commenced if purchase order is issued. All drawings for electrical connections, electrical safety items piping work etc. must be provided in detail.*

4. *Complete technical specifications and literature including process flow to be included with the quotation. Manufacturers of various major parts/equipment must be mentioned explicitly.*

5. *A clear statement regarding availability of after-sales service and availability of spare parts for next 5 to 10 years should be enclosed.*

6. *A recent customer list (within last five years) along with their authorized representatives with contact details including email address is to be submitted with technical bid.*

7. *If the bidder is an authorized representative in India, they are required to inform their technical ability to take care of the problems in the system, if developed later within the warranty and outside the warranty period. **The responsibility of the Indian agent must be clearly specified.***

8. *Bidder from abroad shall obtain, if required, export permission from the appropriate authorities in his country or the country of origin for items to be shipped to India in case of items to be imported. The University shall provide necessary information, if required, for this purpose.*

9. *Equipment must operate at 230V/50 Hz single phase and / or equivalent three phase electrical power.*

10. *The validity of the quotation should be at least 180 days from the closing date of bid.*

11. *If an order is placed with the firm, the purchase shall be governed by an agreement as per the University rules in force at the time.*

12. *To safe guard the interests of the University, additional terms & conditions will be incorporated in the purchase order, if needed.*

**13. Dispute:** *In case of any dispute in respect of the tender, all legal matters shall be instituted within the jurisdiction of the place where the purchaser ordinarily resides.*

**14. Power to reject the offer:** *The University reserves the right to accept /reject any offer in full or in part or accept any offer other than the lowest offer at any stage without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.*

**15. Liquidated damages:** *Timely supply of the ordered items, installation, commissioning (wherever applicable) and training etc. is the essence of the contract. In case of failure to supply within the time specified in the Purchase order, a penalty/LD of 0.5% of the total value per week or a part thereof shall be levied subject to a max. of 7.5% of purchase order (P.O) Value. The decision of the University shall be final in this regard.*

**16. Training:** *Training shall be provided by the supplying companies on the specimen and operation of the equipments for a minimum period of two days from the date of installation with an expert team. Any expenditure to be incurred on this account will be borne by the supplier.*

**17. Deadline:** *Bids received after the deadline will be rejected or returned unopened. However, the university may extend deadline by amending the Tender Document, duly notified on the University website.*

**18. Clarification:** *For any clarification with respect to technical specifications, please contact the Head, Department of Biotechnology, Dr. Harisingh Gour Vishwavidyalaya, Sagar- 470 003; Tel. 07582-261910.*

**19. Bill and all other documents like manuals, certificate of origin, insurance policy, analysis reports etc. shall be forwarded to the Head, Department of Biotechnology Dr. Harisingh Gour Vishwavidyalaya, Sagar- 470 003 (M.P.) INDIA.**

**(V) Specific Condition for equipments:**

**1. The bid must contain genuine tender specific Authorization Certificate from the OEM failing which bid will be rejected, inter alia stating that all needed support shall be provided by the OEM/their authorized partner for the period specified in the tender.**

**2. Payment of EMD:** *Tender must be accompanied with EMD (Rs.5000.00 Rupees Five Thousand Only) as specified by way of Demand Draft in sealed envelope in favour of Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar, 470003 payable at Sagar separately. EMD of the unsuccessful bidder shall be returned after placing the order on the successful bidder for which no interest will be paid.*

**3. Payment Terms:** *On receipt of acceptance letter and proforma invoice from supplier, a Letter of Credit of 100% value of PO shall be opened on a nationalized bank. However, 90% payment shall be made after shipment and balance 10% on installation*

*and submission of Performance Bank Guarantee of a sum equivalent to 10% of Purchase order value issued from a nationalized bank valid for 3 (three) years plus 60 days from the date of installation or 38 months whichever is later. No interest shall be payable on PBG. For Indian supplier 100% payment will be made on installation of instrument and submission of performance security.*

*4. Bank charges in India shall be borne by the University and outside India shall be borne by the Supplier (Annexure III)*

*5. The offer must be in English. The rates should be indicated both in figures and words against item specified in the given table. The price be quoted in **Indian Rupees** also (in case it is in US Dollars/major foreign currency taking the exchange rate on the date of bidding).*

*6. The total cost should be quoted for FCA as well as CIP Indian airport – Dr. Harisingh Gour Vishwavidyalaya, Sagar.*

*7. However, the price quoted under FOB should also include the following cost if they are required during the initial stage:*

*a. Local freight/insurance to the University laboratory, at Sagar; b. Installation cost, if any; and*

*c. Cost of consumables which are required for the equipment for initial operation upto six months after installation and commissioning.*

*8. The fee of local agent should be paid by the bidder in INR.*

*9. The bidder from within India shall obtain the requisite approval for Imports etc., if required.*

*10. Time Limit for supply: The Successful bidder should supply the item within **3-4 weeks** after receipt of the confirmed purchase order.*

*Note: This is a computer generated document and does not require signature.*

**-Sd-**

**Head, Department of Biotechnology,  
Dr. Harisingh Gour Vishwavidyalaya, Sagar**

### **The Tender Document Contains:**

- I. Schedule of Requirement
- II. Specifications & Allied technical Details
- III. Terms, Conditions and General Information
- IV. Eligibility and Other important points
- V. Specific Condition for equipments;
- VI. Specific Conditions for the supply of software;
- VII. Tender Form (Technical Bid) **ANNEXURE-I**
- VIII. Tender Form ( Financial Bid) **ANNEXURE-II**
- IX. Bank Guarantee **ANNEXURE-III**
- X. Bidders Warranty **ANNEXURE-IV**

**ANNEXURE-I**

**TENDER FORM**

**(Technical Bid)**

*(On the letter head of the firm submitting the bid)*  
Tender No.....

To,

*The Head,  
Department of Biotechnology,  
Dr. Harisingh Gour Vishwavidyalaya, Sagar MP*

*Dear Sir,*

1. I / We hereby offer to supply the \_\_\_\_\_ (name of equipment) as per specifications given in this tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.

3. A crossed Demand Draft in favour of **Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar**

*(M.P.), payable at Sagar for Rs. .... (Rupees ..... only) as Earnest money deposit enclosed.*

*The Draft is drawn on .....Bank payable at Sagar*

4. The following have been added to form part of this tender.

(a) Schedule of requirements, quoting the make only duly signed and stamped. (without indicating price)

(b) Income Tax clearance certificate.

(c) Copy of last audited balance sheet.

(d) Copy of Valid Central/State sales tax registration certificate.

(e) Copies of relevant major purchase orders executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies.

(f) Proof of manufacturing Unit, dealership certificate/general order suppliers.

(g) Statement of deviations from financial terms & conditions, if any.

(h) Any other enclosure. (Please give details)

We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully, (Signature of bidder)

Dated this day of

\_\_\_\_\_

Address:.....

.....

.....

Telephone:\_\_\_\_\_

FAX\_\_\_\_\_

E-mail\_\_\_\_\_

Company Seal



**ANNEXURE-II**

**Tender Form**

*(Financial Bid)*

*(On the letter head of the firm submitting the bid document)*

To  
The Head  
Department of Biotechnology,  
Dr. Harisingh Gour Vishwavidyalaya, Sagar, 470003, MP

Ref: Tender No ..... Dated-----

Sir,

*Having examined the bidding document and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for supply of goods and services as per the requirements and in conformity with the said bidding document.*

S No.	Particulars	Price per Unit And price of essential accessories	No. of Units of main unit and accessories	Excise Duty/other charges	% of VAT tax Applicable	Net unit Amount	Grand total Amount including all accessories and taxes
01	Cooling Centrifuge						

*We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.*

*We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.*

*We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.*

*Certified that the bidder is:*

*A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,*

*Or*

*A partnership firm and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.*

*Or*

*A company and the person signing the document is the constituted attorney.*

*(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).*

*We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.*

*Yours faithfully, (Signature of bidder)*

*Dated this day of*

\_\_\_\_\_  
*Address:.....*

.....

.....

*Telephone:\_\_\_\_\_*

*FAX\_\_\_\_\_*

*E-mail\_\_\_\_\_*

*Company Seal*

### **Format of the Bank Guarantee (BG) Form**

- 1. This Performance Bank Guarantee (PBG) should be furnished from a Nationalized Bank.*
- 2. The PBG should be furnished on the stamp paper of Rs. 100/-*
- 3. The stamp-paper would be purchased in the name of the bank executing the Guarantee.*
- 4. In case of foreign bidder the PBG shall be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized Bank.*

**BANK GUARANTEE**

To  
The Head,  
Department of Biotechnology,  
Dr. Harisingh Gour Vishwavidyalaya, Sagar, 470003, MP

1. This guarantee made this-----day of-----20\_ by-----  
Bank having its Registered Office at-----and one of its----- branches at-----  
----- (hereinafter referred to as  
"the Guarantor" which expression shall, unless it be repugnant to the subject, meaning or context  
thereof, be deemed to mean and include its successors and assigns) in favour of the Dr.  
Harisingh Gour Vishwavidyalaya 470003 represented by its Registrar, having his office at the  
University hereinafter referred to as the "University" which expression shall include his  
successors in office for an amount not exceeding Rs.------(Rupees -----  
----- only) at the request of M/s.----- (more fully described hereunder)
2. Whereas the University has placed Work Order No: PU/----- dated for-----  
-----  
----- with M/s.-----having its office at -----  
-----and hereinafter referred to as the "Contractor" which expression shall include their  
successors and assigns.
3. And whereas the Contractor has accepted and agreed to execute the work as per the  
work order as per undertaking I agreement dated -----within the time stipulated and in  
the----- manner specified therein.
4. And whereas the University has called upon the Contractor to furnish Bank Guarantee  
for the sum of Rs.------(Rupees-----only) for fulfillment of the said  
work as specified in the work order and as agreed to by the Contractor.
5. And whereas the Contractor has requested the Guarantor herein to furnish an irrevocable and  
unconditional Bank Guarantee in favour of the University for an amount of Rs.-----as  
guarantee towards execution of the work as agreed to by the contractor to the University.
6. Now, therefore, we -----Bank, the Guarantor herein, do hereby-----  
irrevocably and unconditionally Guarantee the payment to the University the sum not exceeding  
Rs. ----- (Rupees -----only) in the event of any breach, failure,  
neglect or inability on the part of the Contractor in the execution of the said work, on demand  
without reference of the matter to the Contractor and without any prior consent of the Contractor,  
at all times throughout the period of execution of the work, without demur, cavil or argument or  
delay.
7. The Guarantor agrees and undertakes that the decision of the University as to whether  
the contractor has committed any breach of the obligation with respect to the wok to be executed,  
and the quantum of amount therefore payable by the Contactor to the University in that regard,  
shall be final, binding and conclusive as against the Guarantor and the Guarantor shall make  
payment accordingly, on demand by the University.
8. The Guarantor further agrees and undertakes to pay to the University the amount demanded  
by the University irrespective of and notwithstanding any dispute raised by the Contractor in any  
suit or proceeding before any judicial forum relating to the Contracted work and the Guarantor's  
liability under this Guarantee shall be absolute and unequivocal.
9. This Guarantee is issued subject to the condition that the liability of this Guarantor  
under this guarantee is limited to the maximum of Rs----- (Rupees-----only)  
and the guarantee shall remain in full force up to----- and----- cannot be invoked

otherwise than by a written demand or claim by the University for the payment of the said amount by the Guarantor on or before ----- or any extended date as decided by the University.

10. This University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the contracted work or to extend time for performance of the work by the Contractor\_ Any change to the contracted work shall not in any way release the Bank (Guarantor) from liability under this Guarantee and we waive notice of any such change. The University shall have full liberty to forbear or enforce any of the terms and conditions of the contracted work.

11. This Guarantee shall not be affected by any legal limitation, disability or other circumstances relating to the Contractor or the Guarantor.

12. This Guarantee shall be valid for the period up to ----- and shall extend further and Beyond ----- for such period as determined by the University.

13. The Guarantor undertakes not to revoke this guarantee except with the previous consent of the University in writing.

14. Notwithstanding anything contained herein:

Our liability under this guarantee shall be limited to Rs. ----- (Rupees only)

This guarantee shall be valid up to and for such further period as determined by the University for Fulfilment of the contract.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ---- -----or such extended period/date. In witness whereof, this Guarantee has been executed by ----- for an on behalf of the Bank (Guarantor) on the day, month and year first above written.

SIGNATURE AND SEAL

NAME OF THE BANK (GUARANTOR)

ADDRESS:

**ANNEXURE –IV**

**BIDDER'S WARRANTY**

The Head, Department of Biotechnology, Dr. Harisingh Gour Vishwavidyalaya, Sagar invited Bid Document for supply and installation of the equipment(s) namely,----- at-----, Dr. Harisingh Gour Vishwavidyalaya, Sagar

AND

M/s.-----

Thereinafter referred to as "The Bidder" having carefully studied all the bid documents, Specifications, etc. accompanying the tender for supply of the above mentioned Equipment and desirous to submit the bids as per the Tender Document advertised vide Notification No.: . DHSGV/Purchase/ UGC – OTG/SKJ/ Biotechnology/ 2015 Date **27.11.2015**

**DO HEREBY WARRANTY THAT**

1. The bidder is familiar with all the requirements of the bid documents.
2. The bidder has investigated the site and satisfied, he regarding the character and scope of the work and local conditions that may affect the supply or it's performance.
3. The bidder is satisfied that the supply can be performed and completed as required in the contract.
4. The bidder accepts all risk directly or indirectly connected with the performance of the contract.
5. The bidder has had no collusion with other contractors, with any of the men of the University, Sagar or with any other person in preparation of the bid.
6. The bidder has not been influenced by any statement or promise of the Officials of the University but only by the bid documents.
7. The bidder is financially solvent.
8. The bidder is experienced and competent to perform the contract to the satisfaction of the Head, Department of Biotechnology of this University.
9. The statements submitted with the bid are true.

10. The contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.

11. All the terms & conditions of the Supply Order will bind the bidder once his quote is accepted and supply order issued.

**Signature of the Bidder**