

**DEPARTMENT OF MICROBIOLOGY  
DR. HARISHINGH GOUR VISHWAVIDYALAYA, SAGAR, (M.P.)**

**Limited Tender Enquiry**

Ref. No. **Micro/DBT/Q /2016/03**

Date: **11/03/2016**

The University invites sealed Tenders (**separate quotations with separate Tender Document fee & EMD for each item**) on two bid (technical & commercial) system basis from the Manufacturers/ authorized dealers for purchase of **following items-**

	<b>Equipment name</b>	<b>Quantity</b>	<b>Tender Document Fee</b>	<b>EMD</b>	<b>Warranty</b>
1	<b>ELISA plate rader with power support and all accessories</b>	01	1000/-	<b>20000/-</b> Valid and remain deposited with the Purchaser for the period of sixty days beyond the final bid validity period	<b>2</b> years, onsite comprehensive, including manufacturer warranty from the date of satisfactory installation

The complete technical details with Specifications of Item(s), Eligibility, Tender document Fee, Processing Fee, Security Deposit, Address and procedure of Tender are available at the University website [www.dhsgsu.ac.in](http://www.dhsgsu.ac.in). The last date for submission of tender on or before **31/03///2016** to **Principal Investigator**.



Dr. Shivendra K Chaurasiya  
(Principal Investigator)  
Dept of Microbiology  
Dr. H.S. GourVishwavidyalaya,  
(MP) 470003; 07582 – 264450 (office)  
E-mail: [shivendrachaurasiya@gmail.com](mailto:shivendrachaurasiya@gmail.com)



**Head, Dept of Microbiology**  
Dr. H.S. GourVishwavidyalaya, Sagar  
Sagar(MP) 470003; 07582 – 264450 (office)

**Enclosures:**

- i. Terms and conditions
- ii. Annexure-I Specification
- iii. Annexure-II Compliance statement-
- iv. Annexure-III Format Warranty/Guarantee undertaking
- v. Annexure-IV Format for Technical Bid
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- vii. Annexure-VI Proforma for bank guaranty
- viii. Tender form

**Terms, Conditions and General Information:**

1. The bidder must read the prescribed terms & conditions and unconditionally accept the same to proceed further to submit the bids. It will be assumed that firms submitting the bid have understood and unconditionally accepted the terms and conditions of the tender.
2. All documents submitted should be self-attested with seal of the bidder.
3. Bidders are requested to see the tender site [www.dhsgu.ac.in](http://www.dhsgu.ac.in) once again before due date of submission for any probable corrigendum which could be uploaded subsequently against this tender.
4. Sealed quotation should be superscribed with quotations for supply of ....., Reference no. Envelops of Technical/commercial bids should also be superscribed with technical/commercial bid for supply of .....
5. **Technical and Commercial/financial bids should be separately submitted in separate envelopes.**
6. Minimum validity period for quotations should be at least **180 days**.
7. Cost of all accessories and any software required for operation of the equipment should be mentioned separately.
8. **Purchaser-Registrar, Dr HS Gour University, Sagar, MP.**
9. Tender document fee **1000/- (non-refundable)** and EMD **as mentioned for each item** will be applicable, in the form of a Demand Draft/ Pay Order favoring the **Registrar, Dr. Harisingh Gour Viswavidyalaya, Sagar (M.P.). Tender Document Fee & EMD must be enclosed with technical bid.** Bids without Tender fee and EMD will summarily be rejected. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer or fails to furnish the Performance Security within the stipulated period.
10. Purchase of Tender Document: Tender document may be downloaded from the University website [www.dhsgsu.ac.in](http://www.dhsgsu.ac.in) or can be purchased from the **Store & Purchase Section, Dr. H S Gour University, Sagar** on payment of fee (Rs. 1000.00) as specified above. Tender document downloaded from the website should be accompanied with the tender document fee Rs. 1000.00 in the form of Demand Draft, failing which bid will be rejected.
11. Please note that you should be a registered member of commercial tax department of the concerned state.
12. Please quote price (&) F.O.R. Laboratory/Sagar, University, Sagar, including installation, demonstration, and warranty.
13. **For Imported stores /components:** Bidders should quote Delivered Duty Paid “**destination price**” i.e. at Laboratory/ Sagar University, Sagar MP, India. The Bidder must indicate breakup of the price **For Imported stores /components in the** equipment as per technical specifications, packaging and forwarding charges, Freight & Insurance, Customs duties, Customs clearance charges and all other local transportation charges inclusive of all other local levies, etc. The CIP price will be multiplied by the Exchange Rate between Indian Rs. and the quoted foreign currency, prevailing on the date of opening of the price bid. The bidder shall give a certificate along with their offer certifying that the Customs Duty paid/to be paid is as per prevailing Customs Duty Rates and refund if any shall be passed on to the Purchaser.
14. You are requested to mention the warranty period and also about post warranty maintenance of equipment. Warranty should cover **2 years** comprehensive onsite maintenance of the equipment.
15. You are requested to mention valid sales tax/VAT/Service tax/PAN numbers etc in your quotation letter.
16. Please note that University is having central Excise Duty exemption facility also on some identified indigenous products and hence you are requested mention in your quotation that the central excise duty exemption to be provided on the goods as per University norms.
17. Tax deduction at source will be applicable.

18. Price negotiation- In the interest of the university/as per rules/with permission of competent authority/with lowest price technically qualified bidder may be done, if needed.
19. Kindly mention the make and specification of quoted items with supporting literature.
20. Only **manufacturer** or **authorized dealer/distributor** should send quotations. Authorization letter of company with a recent date if not a manufacturer should be enclosed.
21. Delivery period, Cost for annual maintenance and spare parts of the equipments should be mentioned. Any part not mentioned in the list will be beared by bidder only.
22. Please also mention any special discount to University on quoted price.
23. If applicable the suppliers will be required to enter certain contracts regarding to performance of the equipments, agreement regarding installation, Post Installation / Warranty manufacture of the equipment as per the University purchase policy.
24. Quoting merely the lowest price does not confirm any right to any bidder for award of supply order. The University's Purchase Committee, reserves the right to select the equipment from any bid, even after opening the financial bid, under the grounds of specification compliance, technologically advanced quality, proven performance track record, brand reputation, service backup support, additional warranty, offer of additional/special features, compatibility with existing system, training, etc.
25. To safe guard the interests of the University, additional terms & conditions will be incorporated in the purchase order or at any stage of the purchase process, if needed.
26. 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.
27. Liquidated damages: Timely supply of the ordered items, installation, commissioning and training (wherever is applicable) 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% in respect of items which are not supplied. The decision of the University shall be final in this regard.
28. EMD/Security Deposit: EMD/Security Deposit will be refunded without any interest.
29. Please quote our reference Number on the letter/envelope and each envelop should contain only quotation for one item.
30. Minimum 5 satisfactory installation report from current users should be attached with technical bid.
31. Performance security: The successful bidder shall furnish Performance Security of Rs. ..../- (for a sum of equivalent to 10% of the order value) in the form of a Demand Draft/ Pay Order/ Bank Guarantee (as per the Performa annexed)/ FDR favoring the Registrar, Dr. Harisingh Gour Vishwavidyala, Sagar (M.P.) and duly discharged in his favour in advance to ensure due performance of the contract within Twenty-one (21) days or earlier from the date of receipt of communication from the Institute informing "Acceptance of Bid". In case of Bank Guarantee, the same shall be established by a Scheduled Bank in India. The Performance Security shall remain valid for a period of sixty days beyond the date of expiry of warranty and shall be released after satisfactory completion warranty period.
32. In the event of the Bidder/ Supplier's failure to supply the ordered Items of acceptable quality in scheduled delivery period, or the services as per the contract the purchaser reserves the right to procure the ordered items from any other source at the Bidder/ Supplier's risk and cost and all expenses and losses incurred by purchaser in this regard shall be borne by the Bidder/ Supplier. Further, the purchaser shall retain the right of forfeiture of Performance Security and or any other action(s) as deemed fit.
33. **It is mandatory for bidders to make sure that they quote the equipments of desired specifications only and with all required accessories.**
34. Quantity of items may increase or decrease depending on requirement.

35. Items will be opened for inspection before installation. Stores supplied are subject to inspection and acceptance and the Bidder /supplier should Collect/replace the rejected stores at his cost and risk.
36. Any damage caused to instrument during transportation, installation, demonstration until final acceptance by the university will be borne by the bidders only.

37. **Payment Terms:**

**a. For Indigenous/ Indian equipments /stores on DDP destination basis: -**

80% of the total payment shall be released on submission of proof of delivery of complete equipments/ stores (stores/ consignee receipt), inspection report and on certification of satisfactory installation of the equipment at the consignee's premises and after "ensuring verification of the Performance Security" @ 10% of the Purchase Order value.

Balance 20% of the payment shall be released upon successful commissioning of the equipment and on production of the documents showing takeover of the equipment by the consignee, after ensuring that already furnished Performance Security is valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder/ supplier including comprehensive maintenance warranty obligations.

**b. For Imported equipments/ stores on DDP destination basis : -**

In such cases where payment in foreign currency is to be made through letter of credit (L/C), the same would be opened on CIP (New Delhi) basis for convenience of the bidder/supplier. Subsequently, after completion of delivery at DR. HARISHINGH GOUR VISHWAVIDYALAYA, SAGAR, (M.P.), supplier/ Indian agent, as the case may be, shall claim reimbursement of custom duties, custom clearing charges and all other local transportations charges inclusive of all other local levies strictly as per the actual but in any case not more than the amount already quoted and accepted in the bid for the purpose, by way of submission of original bills/ vouchers.

**For payment made through Letter of Credit (L/C):-**

For this purpose an irrevocable letter of credit (L/C) for 100% of CIP (New Delhi ) of the value of the imported equipments/ stores (excluding the value of the Indigenous/ Indian equipments/ stores, if any) shall be established on submission of the acknowledgement of the order by the successful bidder stating the country of origin and port of shipment, submission of Performance Security @ 10% of the Purchase Order value, four copies of the Proforma invoice and confirmed Letter of Credit (LC) opening details.

*It shall be the responsibility of the bidder to ensure that all the requisite documents are provided to the purchaser including the Performance Security in original for appropriate denomination and period on priority basis, so as to ensure opening of LC on time.* Out of this, 80% of the value of the imported equipments/ stores will be paid against inspection certificate (where applicable) and shipping documents to the Principal through L/C. Balance 20% will be released within 30 days after due certification by the Purchaser/ Institute for successful commissioning of the equipment, at the premises and also, after ensuring that the furnished

Performance Security is valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder/ supplier including comprehensive maintenance warranty obligations, reckoned from the date of commissioning .

In other cases not involving payment through LC, payment of the amount already quoted and accepted in the bid for the purpose shall be made after delivery of equipment / stores at DR. HARISHINGH GOUR VISHWAVIDYALAYA, SAGAR, (M.P.), in the manner as mentioned at clause 37 (a) above. No interest shall be payable on PBG.

38. Bank charges in India shall be borne by the University and outside India shall be borne by the Supplier.
39. 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).
40. The total cost should be quoted for FCA as well as CIP Indian airport – Dr. Harisingh Gour Vishwavidyalaya, Sagar.
41. 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 The fee of local agent should be paid by the bidder in INR.
42. The bidder from within India shall obtain the requisite approval for Imports etc., if required.
43. Time Limit for supply: The Successful bidder should supply the item within **7-10 weeks** after receipt of the confirmed purchase order or 60 days from the date of opening of LC.
44. Anything not mentioned in the tender terms and conditions will be governed by the rules of the university/GFR or discretion of the competent authority.
45. The Vice-Chancellor, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) has full and exclusive right to accept or reject any bid or tender and / or withdraw the Purchase Order without assigning any reasons, whatsoever.
46. **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.

Annexure-I

Specifications

Limited tender enquiry No: **Micro/DBT/Q /2016/03**

Due for opening on: **01/04/2016**

Name of the equipment – **ELISA plate rader** Qty: - ...**01**.....

**Specifications :**

1. Reputed international brand good quality equipment, Should be compatible for readings with 6, 12, 24, 48, 96 and 384 well plates as well as cuvettes.
2. Computerized operation, software control.
3. Wavelength Selection: Monochromator or more advanced/better, digital fine setting of the wavelength.
4. Read methods: Endpoint, kinetic, spectral scanning and well area scanning
5. Should have temperature control system and shaking system available.
6. Should be automatically controlled and operated by software/computer.
7. Wavelength range: 200 - 999 nm selectable in 1 nm increments
8. Wavelength accuracy:  $\pm 3\text{nm}$ ; Monochromator Wavelength repeatability  $\pm 0.4\text{nm}$
9. OD accuracy:  $\pm 3\%$  or better
10. Reading speed:  $<1$  min for 96 well plates.
11. Light source: should be stable and durable.
12. Should read **Absorbance, fluorescence and luminescence (multimode reader)**.
13. All other accessories (genuine quality) required for functional operation of the instrument for desired applications.
14. Instrument should be supplied with good brand Computer/laptop (minimum 4GB RAM, 500GB ROM and core i7 processor), power support (1 hour backup unit and work station/platform for instrument).

**Annexure-II****Compliance Statement**Limited tender enquiry No: **Micro/DBT/Q /2016/03**Due for opening on: **01/04/2016**Name of the equipment – **ELISA plate rader**Qty: - ...**01**.....

Model Name and Number of the offered Equipment/Stores \_\_\_\_\_

Year of Manufacture/production (wherever applicable) \_\_\_\_\_

Specifications	Specifications of the offered Equipment	Compliance (Yes or No)	Deviations (In Unambiguous Terms)

We unconditionally accept the terms and conditions of the tender.

Signature of the Bidder

Name and Address with seal

**Annexure-III**

**Warranty / Guarantee undertaking**

(To be submitted on Rs.50/- Stamp paper)

Limited tender enquiry No: **Micro/DBT/Q /2016/03**

Due for opening on: **01/04/2016**

Name of the equipment – **ELISA plate rader**

Qty: - ...01.....

I/ we \_\_\_\_\_  
hereby

M/s \_\_\_\_\_

declare that:

1. We unconditionally accept the terms and conditions of the tender.
2. The offered equipments/stores are the original, brand new, & unused in all respect, of best quality workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the tender enquiry.
3. The said equipments/stores would continue to conform to the given description and quality aforesaid, for the free of cost **Comprehensive Maintenance period** as mentioned in the warranty (2 years) of the List of Requirements from the date of satisfactory installment of the said equipments/stores in the premises of the purchaser and shall be inclusive of the in- built warranty.
4. I/We shall not charge/quote any extra price on account of the above said Warranty/ Guarantee.
5. I/ We do commit to provide unconditional full Labour maintenance & support at the rates quoted in the Price Bid for the **Annual Maintenance period (AMC)** after the completion of period of Comprehensive Maintenance/ Warranty to ensure satisfactory/ flawless functioning of the said equipments/stores to give the desired results.
6. I/ We do accept and agree to provide countdown Guaranty of 95%.

**Signature of the witness**

**Signature of the Bidder**

**Name & Address of witness      Name & Address with stamp**



**ANNEXURE-IV**

**TENDER FORM  
(Technical Bid)**

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

*Tender No.....*

*To,*

*.....,*

*Department of Microbiology,  
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-V**  
**Format for Price Bid**

Limited Tender enquiry No: -

Due for opening on: -

Name of the Equipment(s) –

Qty: -

No.

**Price of Main Equipment**

**(Bidders should quote Delivered Duty Paid “destination price” i.e. at DR. HARISHINGH GOUR VISHWAVIDYALAYA, SAGAR, (M.P.) inclusive of Customs duty, Insurance, forwarding charges, packaging and handling charges, third party expenses, Customs clearance charges, all statutory taxes i.e. DVAT, Service Tax, Excise Duty etc. in the prescribed format only.)**

**Relevant information must be furnished for imported components, Indigenous components or both as the case may be.**

		Particulars	Currency	Quoted  Unit Price	Quantity Required as per tender specificati on	price for  the required Quantity (Unit Price*Qty)
1		Imported component, if any of equipments /stores				
	a)	Basic price of imported equipment(s) /Stores as per Specifications (FOB price)				
	b)	Discount, if any				
	c)	Discounted basic price of equipment(s) /Stores as per Specifications				
	d)	Spares and accessories, if any as may be required for the effective functioning of the equipment as per technical specifications				
	e)	Packaging and Forwarding charges/ Freight and Insurance Charges				

	f)	Total CIP Charges (in foreign currency) (c+d+e)				
	g)	Total CIP Charges (Exchange rate equivalent in INR as on the date of opening of price bid for the sake of price comparison of bidders in different currencies)	INR			
	h)	Duties:- Custom Duties	INR			
	i)	Custom Clearance Charges & all other local transportation Charges inclusive of all other local levies.	INR			
<b>Total price quoted for imported component of equipments/ stores (total of sub-paras g,h,i of Para 1)</b>			INR			
<b>2</b>	<b>Indigenous component, if any of equipments /stores</b>					
	a)	<b>Basic price of equipment(s)/Stores as per Specifications</b>	INR			
	b)	<b>Discount, if any</b>	INR			
	c)	<b>Discounted basic price of equipment(s)/ Stores as per Specifications</b>	INR			
	d)	Spares and accessories if any as may be required for the effective functioning of the equipment as per technical specifications in NIT	INR			
	e)	Packing & Forwarding charges	INR			
		(if applicable and indicate if excisable)				
	f)	Excise Duty @.....% (if applicable)	INR			
	g)	Education Cess @.....% on ED	INR			
	h)	DVAT/Sales Tax @..... % (if applicable)	INR			
	i)	Freight & Insurance charges	INR			
	j)	Any other Govt. levies	INR			
<b>Total price quoted for indigenous component of equipments/stores (total of sub-paras c,d,e,f,g,h,i,j of Para 2)</b>			INR			

3	(1+2)	Destination Price of the equipment/ Stores including imported and indigenous components, if any (INR equivalent)	INR			
		FOC item(s), if any, including accessories (list to be attached)	-			
4	<b>CMC Charges:-</b>					
		1 <sup>st</sup> Year				
		2 <sup>nd</sup> Year				
		3 <sup>rd</sup> Year				
5	<b>Price of Optional Accessories, if any</b>					
	<b>Sl. No.</b>	<b>Item</b>	<b>Unit Cost</b>	<b>Quantity</b>		<b>Total Cost</b>
	1					0.00
	2					0.00

**Note:-**

- CMC rates for providing annual maintenance services (after completion of comprehensive maintenance period) shall be provided on yearly basis for the period.
- The existing price list of all spares and accessories and consumables, if any, (Including minor) required for maintenance and repairs in future after completion of Comprehensive Maintenance/warranty period must be uploaded in the price bid module failing which, the bid is liable to be rejected.

**Signature of the Bidder**  
**Name & Address with Seal of the firm**

## ANNEXURE-VI

## BANK GUARANTEE

To  
 The Head,  
 Department of Microbiology,  
 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

**TENDERFORM**

TenderNo. .... Dt. / /2016

To,  
Dr. Harisingh Gour Vishwavidyalaya,  
Sagar, 470003, MP

Dear Sir,

- 01. I/We hereby offer to supply the \_\_\_\_\_ (name of Item) as per specifications given in this tender. I/we shall be bound by a communication of acceptance issued by you.
- 02. 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.
- 03. A crossed Demand Draft in favour of Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.), payable at Sagar for Rs. .... (Rupees. .... only) as Security Deposit is enclosed. The Draft is drawn on ..... Bank payable at Sagar.
- 04. 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/Statesale 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 orders 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,

Place:-----

(Signature of bidder)

Dated:-----

Address:.....

Company Seal.....

Telephone: .....

FAX:.....

E-mail:.....