

**NOTICE INVITING QUOTATION (E-PROCUREMENT MODE) FOR PURCHASE OF  
BENCHTOP REFRIGERATED CENTRIFUGE**

**DEPARTMENT OF BOTANY**

**UNIVERSITY OF DELHI**

Ref. No.: Botany/SG/SERB/CENTRIFUGE

Dated: 09/5/2018

The undersigned intends to purchase a benchtop refrigerated centrifuge in his laboratory. Manufacturer/Authorized distributors/suppliers/firms/sub vendors can quote for the unit prices of the item.

Details of the items	A benchtop refrigerated centrifuge capable of centrifuging 24 x 1.5 ml/2 ml tubes. For detailed specifications please see the technical document.
Warranty	3 Years
EMD	Rs. 2000 in favor of Registrar, Delhi University
Tender fee	Rs. 500 in favor of Registrar, Delhi University

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in> by entering the Tender Notice No. mentioned at the top. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at "Instructions for online Bid Submission"

Tenderers can access tender documents on the website (For searching in the NIC site, kindly go to Tender Search option and type either the "tender notice no." or "Department of Botany"). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in> as per the schedule given in the next page.

Bidders are required to upload the scanned copies of the bankers Cheques for the Tender Fees and EMD and submit them in Room No.7, Dept. of Botany, Univ. of Delhi before due date of tender opening.

***No manual bids will be accepted. The last date to submit the document on E-procurement portal is 01.06.2019. Please refer to the tender document on the CPP portal at NIC.***

### SCHEDULE

Name of Organization	Department of Botany, University of Delhi, North Campus
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work / Supply / Auction / Service / Buy /Empanelment/ Sell)	Supply and Installation
Product Category (Civil Works/Electrical Works/Fleet Management/ Computer Systems)	Supply and Installation of Bench top refrigerated centrifuge
Source of Fund (Institute/Project)	DST-SERB Grant
Currency Allowed	INR
Date of Issue/Publishing	10-05-2019
Bid Document Download End Date	01-06-2019
Date for Pre-Bid Conference	N.A.
Venue of Pre-Bid Conference	N.A.
Bid uploading End Date and Time	01-06-2019, 6 P.M.
Technical Bid Opening Date and Time	03-06-2019, 10 A.M.
Demonstration of the shortlisted units	After technical comparison
Tender Fee	Rs. 500/-
EMD	Rs. 2000/-
No. of Covers (1/2/3/4)	2
Bid Validity days (180/120/90/60/30)	180 days (From last date of opening of tender)
Address for Communication	Prof. Shailendra Goel, Room No. 7, Department of Botany, University of Delhi, Chattra Marg, Delhi-110007
Contact No.	011-27667573
Fax No.	011-27667829

Email Address	shailendragoel@yahoo.com
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## **Instructions for Online Bid Submission**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>

### **REGISTRATION**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.
5. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. A standard format has been provided with the tender document (Annexure-II) to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
8. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

#### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

#### **General Instructions to the Bidders**

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
2. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

## **BID SUBMISSION**

“**Technical Bid**” shall be submitted along with **Annexures I -IV and scanned copy of Banker’s Cheques.**

“**Financial Bid**” ” shall be submitted in excel file as per **Annexure IV**

Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.

Tenderer/contractor are advised to follow the instructions provided in the ‘Instructions to the Contractor/Tenderer’ for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Tenderer who has downloaded the tender from the University website [www.du.ac.in](http://www.du.ac.in) and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Delhi University.

Intending tenderers are advised to visit again University website [www.du.ac.in](http://www.du.ac.in) and CPP Portal <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

## **2. OPENING OF FINANCIAL BID AND EVALUATION**

Financial bids of eligible and technically qualified bidder will be opened. The lowest financial bid in respect per unit air conditioner, **complete inclusive of stabilizer and installation cost**, will be considered.

The Cost of Tender in the form of a Demand Draft of **Rs. 500/-** (Rupees One thousand only) in favor of **THE REGISTRAR, UNIVERSITY OF DELHI** must reach Head, Department of Botany, University of Delhi **before** the end date of bid submission. Bidders, however have to attach scanned copies of tender cost along with the e-tender.

## **3. FINAL DECISION-MAKING AUTHORITY**

The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the university to the bidder(s).

## **4. SUMMARY REJECTION OF TENDER:**

The tenders not accompanied with Cost of Tender Document and EMD shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

**5. AMENDMENT OF TENDER DOCUMENT:**

Before the deadline for submission of tender, the University may modify the tender document by issuing addendum/corrigendum.

6. Any addendum/corrigendum thus issued shall be a part of the tender document and shall be uploaded on the University website ([www.du.ac.in](http://www.du.ac.in)) and CPP portal <https://eprocure.gov.in/eprocure/app>. Prospective bidders must visit the website before filling and submission of Tender Document for such information.

**7. ARBITRATION AND SETTLEMENT OF DISPUTES:**

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Registrar or any other person as approved by the Vice-Chancellor, University of Delhi. There will be no objection for any such appointment on the found that the arbitrator is an Employee of University of Delhi or that he/she has to deal with the matter to which the agreement relates or that in course of his/her duties as University of Delhi Employee he/she has express views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may from time to time with the consent of parties change the time for making and publishing the award. Subject to India Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

**8. Warranty:**

The supplier has to provide a minimum warranty of three year from the date of invoice.

**9. TERMS OF PAYMENT**

**PAYMENT MODE:** After the award of the purchase order, the vendor(s) has to supply item within the time frame given and payment will be made only after supply and installation of the equipment. Partial delivery of ordered item will not be entertained.

# TECHNICAL SPECIFICATIONS FOR THE REFRIGERATED CENTRIFUGE

**Department of Botany, University of Delhi invites e-tenders (in 2 covers) for one unit of refrigerated centrifuge.** The vendors are required to quote for the centrifuge as per the detailed specifications listed below. Upon successful evaluation of the technical bids, shortlisted vendors may be asked to display a demo unit of the quoted model, which will be assessed by the duly constituted technical committee. In case the vendor is unable to bring a demo unit (on the specified date and time), he/she should arrange for a demo of the unit installed elsewhere in Delhi. In case a visit is arranged, it has to be as per the date and time decided by the technical committee. The technical committee will restrict its visit to Delhi and not NCR. Financial bids of only those vendors will be opened whose models are found suitable by the technical committee after the demonstration. The detailed specifications of the centrifuge are:

## Specifications :

<b>Max Capacity (ml)</b>	24 x 1.5 ml/ 2 ml
<b>Max. Speed (rpm and rcf)</b>	14,500 r.p.m. or better (equivalent to r.c.f. 21,000 x g or better) on full load of 24 x 2 ml tubes.
<b>Control System</b>	Microprocessor controlled
<b>Temperature Range (°C)</b>	-9° to +40°C
<b>Speed range (rpm)</b>	300-14,500 rpm or better
<b>Drive System</b>	Induction maintenance free motor
<b>Functions</b>	Toggle between RPM and RCF, time set range 1-99 min (increments of 1 min), quick run.
<b>Accelaration/Deccelaration time</b>	15 Sec/16 Sec to achieve target speed
<b>Breaking/ Accel Curves</b>	10/12
<b>Max. Noise Level</b>	<54 dBA
<b>Safety</b>	Click seal lid/quick lock lid
<b>Standards</b>	CE/European CE, UL/CSA, certified biocontainment/Aerosol Tight Lid,
<b>Electrical</b>	230V , 50/60 Hz
<b>Rotor Required</b>	Fixed angle 24 x 1.5/2 ml rotor
<b>Warranty</b>	3 Years from the date of successful installation.

## OTHER INSTRUCTIONS FOR THE BIDDERS

1.	<p><b>Due date:</b> The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. <b><u>No manual bids will be considered.</u></b></p>
2.	<p><b>Preparation of Bids:</b> The offer/bid should be submitted in two bid systems (i.e.) Technical bid and Financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format (Annexure V). The Technical bid and the financial bid should be submitted online. <b><u>The financial bids should be in INR only and should be filled in the excel file as mentioned in the Annexure V.</u></b></p>
3.	<p><b>Opening of the tender:</b> The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) will be opened as mentioned in "NIT". The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). Vendors will be shortlisted on the basis of technical bids and may be asked to install a demonstration unit of the quoted model. Technical committee will evaluate the models and take decision on the vendors whose financial bids will be opened.</p>
	<p><b>Acceptance/ Rejection of bids:</b> The committee reserves the right to reject any or all offers without assigning any reason.</p>
	<p><b>Pre-qualification criteria:</b></p> <ol style="list-style-type: none"> <li>1. Bidders should be the manufacturer/authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.</li> <li>2. An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well.</li> <li>3. OEM should be internationally reputed Branded Company.</li> <li>4. Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.</li> <li>5. In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.</li> <li>6. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</li> </ol>
	<p><b>Force Majeure:</b> The Supplier shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. 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.</li> </ol>
	<p><b>Risk Purchase Clause:</b> In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.</p>

	<p><b>Delayed delivery:</b> If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value/price.</p>
	<p><b>Prices:</b></p> <ol style="list-style-type: none"> <li>1. The price should include all packing and delivery charges. <b><i>The prices should be quoted only in the excel format as provided in Annexure V.</i></b></li> <li>2. <b><i>Only INR prices should be quoted by the vendors and offer/bid should be inclusive of all the taxes.</i></b></li> </ol>
	<p><b>Performance Bank Guarantee:</b> The vendor, to whom order is placed, shall furnish a performance bank guarantee (issued by a scheduled bank) equaling to 10% of the total cost of the purchase order. The performance guarantee shall remain valid for the entire tenure of warranty period plus additionally for another 60 days.</p>
	<p><b>Insurance:</b> The insurance should be up to Department of Botany, University of Delhi.</p>
	<p><b>Delivery and Documents:</b> Delivery of the goods should be made within a maximum of 08 to 16 weeks from the date of placement of purchase order. In case the awarded vendor is supplying the instrument through CBW, DU will provide CDEC on furnishing of proper documentation by the vendor. The documents should be received by the purchaser well in advance so that necessary documentation could be completed before arrival of the goods (except where the goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.</p>
	<p><b>Inspection and Tests:</b> Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ol style="list-style-type: none"> <li>1. After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order.</li> <li>2. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.</li> <li>3. The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.</li> <li>4. In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.</li> <li>5. Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.</li> </ol>
	<p><b>Resolution of Disputes:</b> The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ol style="list-style-type: none"> <li>1. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Vice Chancellor, University of Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the</li> </ol>

	<p>arbitrator so appointed shall be final, conclusive and binding on all parties to this order.</p> <p>2. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules</p> <p>3. The venue of the arbitration shall be the place from where the order is issued.</p>
	<p><b>Applicable Law:</b> The place of jurisdiction would be New Delhi (Delhi) INDIA.</p>
	<p><b>Right to Use Defective Goods</b>  If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</p>
	<p><b>Supplier Integrity</b>  The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>
	<p><b>Installation &amp; Demonstration</b></p> <ol style="list-style-type: none"> <li>1. The supplier is required to perform the installation and demonstration of the equipment within one month of the arrival of materials at the site of installation, otherwise the penalty clause will be the same as per the supply of materials.</li> <li>2. In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. Department of Botany, University of Delhi will not be liable to any type of losses in any form.</li> </ol>
	<p><b>Insurance:</b> For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. <b>The insurance should be up to the installation site at Department of Botany, University of Delhi.</b></p>
	<p><b>Warranty:</b></p> <ol style="list-style-type: none"> <li>1. Warranty period shall be (as stated in NIT of this tender) from date of installation of Goods at the site of installation i.e, Department of Botany, University of Delhi. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.</li> <li>2. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately (within 07 days) arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 07 days. If the supplier having been notified fails to remedy the defects within 07 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract</li> <li>3. The warranty period should be clearly mentioned. The warranty will commence from the date of the satisfactory installation/commissioning of the</li> </ol>

	equipment against the defect of any manufacturing, workmanship and poor quality of the components.
	<p><b>Governing Language</b> The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.</p>
	<p><b>Applicable Law</b> The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.</p>
	<p><b>Notices</b> Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
	<p><b>Taxes</b> Suppliers shall be entirely responsible for all taxes, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the Purchaser. The purchaser will provide CDEC and GST exemption certificates if asked by the vendor and on providing necessary documents.</p>
	<p><b>Duties</b> University of Delhi is exempted from paying custom duty (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued. Similarly, DU is exempted from paying a higher GST and a GST exemption certificate can be issued on request.</p>
	<p><b>Payment</b></p> <ol style="list-style-type: none"> <li>i. 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at Department of Botany, University of Delhi in good condition and to the entire satisfaction of the Purchaser.</li> <li>ii. All the bank charges within India will be borne by the Institute and outside India will be borne by the Supplier.</li> </ol>
	<p><b>User list:</b> Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.</p>
	<p><b>Manuals and Drawings</b></p> <ol style="list-style-type: none"> <li>1. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate and maintain all parts of the works as stated in the specifications.</li> <li>2. The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.</li> </ol>
	<p><b>Application Specialist:</b> The Tenderer should mention in the Techno-Commercial bid the availability and names of Service Engineers in the nearest regional office.</p>
	<p><b>Site Preparation:</b></p> <ol style="list-style-type: none"> <li>1. The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.</li> <li>2. The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.</li> </ol>

	<p><b>Spare Parts</b></p> <ol style="list-style-type: none"> <li>1. The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</li> <li>2. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract.</li> </ol> <p>In the event of termination of production of the spare parts:</p> <ol style="list-style-type: none"> <li>3. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</li> <li>4. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.</li> <li>5. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the instrument.</li> </ol>
	<p><b>Defective Equipment:</b> If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms &amp; conditions, University of Delhi may consider "banning" the supplier from future participations in the tenders.</p>
	<p><b>Termination for Default</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>1. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or</li> <li>2. If the Supplier fails to perform any other obligation(s) under the Contract.</li> <li>3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> </ol> <p>For the purpose of this Clause:</p> <ol style="list-style-type: none"> <li>1. <b>Corrupt practice</b>” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</li> <li>2. <b>“Fraudulent practice”</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;</li> <li>3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.</li> </ol>
	<p><b>Training of Personnel:</b> The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the premises of installation site, immediately after completing the installation of the equipment for a minimum period of one week at the supplier’s cost.</p>
	<p><b>Disputes and Jurisdiction:</b> Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within New Delhi.</p>

	<b>Compliance certificate:</b> This certificate must be provided indicating conformity to the technical specifications.
	<b>List of Annexures to be submitted by the bidder:</b> <b>Annexure I:</b> Compliance Sheet <b>Annexure II:</b> Organization Declaration Sheet <b>Annexure III:</b> List of organizations/clients where the same products have been supplied <b>Annexure IV:</b> Technical documents in support of the technical specifications <b>Annexure V:</b> Format for submission of price bid

## COMPLIANCE SHEET

**Indicate the compliance as per the technical specifications mentioned in the tender**

<b>S. No.</b>	<b>Technical specifications mentioned in the Tender</b>	<b>Compliance (Y/N)</b>
1.	Total capacity as mentioned in the Technical Specifications	
2.	Complete adherence to technical specifications and terms and conditions.	
3.	3-Year Warranty with the instrument	
4.	CE/European CE, UL/CSA, certified biocontainment/Aerosol Tight Lid	

I have also enclosed all relevant documents in support of my claims (as above) in the following pages

Signature of the Bidder

Name of the Bidder: -----

Designation: -----

Name of the Organization: -----

Contact No.: -----

<<ORGANIZATION LETTER HEAD>>

DECLARATION

We, \_\_\_\_\_ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology/product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to University of Delhi.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	Name and address of the Vendor/Manufacturer/Agent:
Phone	
Fax	
E-mail	
Contact Person	
Mobile Number	
TIN Number	
PAN Number	

Signature of the Tenderer

Name: -----

(Seal of the Company)

**List of Government Organizations/Departments**

<b>List of Government Organizations for whom the Bidder has undertaken such work during last three years (must be supported with work orders)</b>		
<b>Name of the Organization</b>	<b>Contact Person</b>	<b>Contact Number</b>

<b>Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.</b>		
<b>Nature of the Job (Application Specialist/Service Engineer)</b>	<b>Name of the Person</b>	<b>Contact Number</b>

Signature of the Bidder

Name of the Bidder: -----

Designation: -----

Name of the Organization: -----

Contact No.: -----

**CHECKLIST OF THE DOCUMENTS REQUIRED FOR ONLINE SUBMISSION**

The online bids (complete in all respects) should be submitted in two covers as explained below:

<b>DOCUMENTS IN COVER -I</b>				
<b>(FOLLOWING DOCUMENTS TO BE LOADED AS A SINGLE PDF FILE)</b>				
<b>S. No.</b>	<b>DOCUMENTS</b>	<b>CONTENTS</b>	<b>FILE TYPE</b>	<b>CHECKLIST (Y/N)</b>
1.	TECHNICAL BID	Compliance Sheet as per Annexure I	A single PDF file for all the documents	
2.		Organization Declaration Sheet as per Annexure II		
3.		List of organizations/ clients where the same products have been supplied (in last two years) along with their contact number(s). (Annexure-III)		
4.		Technical supporting documents in support of all claims made at Annexure-I (Annexure-IV)		
5.		Scanned Copy of Bankers Cheques for Tender Fees and EMD. The originals should be submitted in Lab No. 7, Dept. of Botany before tender opening date		
<b>DOCUMENTS IN COVER -II</b>				
<b>(FINANCIAL BID TO BE SUBMITTED IN THE FORMAT OF ANNEXURE-V)</b>				
1.	FINANCIAL BID	The Financial Bid should be submitted in the format described in Annexure-V	XLS	