

### **Guru Gobind Singh Indraprastha University**

Sector 16C, Dwarka, New Delhi -110078 Website: http://ipu.ac.in

> Phone No. 011-25302149 011-25302150

> > Dated: 05.11.2018

#### TENDER No. 11/PUR/GGSIPU/2018-19

#### **E-TENDER (NIT)**

Registrar, Guru Gobind Singh Indraprastha University invites e-tender from reputed and eligible contractors/firms in two bid systems (Technical & Financial) for the **Supply and Installation of Lab Equipment for CEPS**, at Sector 16C, Dwarka, New Delhi-110078. Tender document can also be downloaded from Delhi Govt. e-procurement website i.e. <a href="www.govtprocurement.delhi.gov.in">www.govtprocurement.delhi.gov.in</a>. The details of Tender document can also be viewed from University Website <a href="http://ipu.ac.in">http://ipu.ac.in</a>.

1.	Name of work	Supply and Installation of Lab Equipment for CEPS at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078	
2.	The EMD alongwith covering letter must be submitted as per the last date, time and venue for submission (No other documents need to be submitted in hard copy).	27.11.2018 Upto 01.00 p.m. in the office of Dy. Registrar (Purchase), Ground Floor, Library Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078	
	The last date and time of uploading technical and financial bid on e-procurement website.		
3.	Date and time for opening of Technical bid	27.11.2018 at 02.30 p.m.	
4.	EMD	Item wise EMD mentioned in the Annexure-G of the etender document in favour of Registrar, GGSIP University payable at Delhi in form of FDR only with validity of 180 days.	
5.	Cost of Works	Rs.9 Lacs (approximate)	
6.	The bids shall be submitted in two stages viz.(i) <i>Technical bid</i> (ii) <i>Financial bid</i> . Detailed specification of the item(s) to be supplied is placed at <u>Section-III Annexure-G</u> . The Technical & Financial bid should be uploaded on e-procurement website i.e. <u>www.govtprocurement.delhi.gov.in</u> (No documents need to be submitted in hard copy other than EMD).		
7.	Financial bid shall be opened after evaluate thereafter on e-tender website <a href="www.govtprocupation">www.govtprocupation</a>	tion of technical bid and the date & time will be notified, urement.delhi.gov.in	

(REGISTRAR)



# TENDER DOCUMENT

## Supply and Installation of Lab Equipment for CEPS $_{\rm AT}$

Guru Gobind Singh Indraprastha University [A state University under Govt. of NCT of Delhi] Sector 16 C, Dwarka, New Delhi 110 078

Dy. Registrar (Purchase) Room No. L 010, Ground Floor, Library Block, GGSIPU, Sector 16C, Dwarka, New Delhi 110078 Contact Nos.011 25302149-150 Email: purchaseipu@gmail.com.

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## **NOTICE INVITING TENDER**

Registrar, Guru Gobind Singh Indraprastha University (GGSIPU) invites e-tender (in two bid system – Part I & II) from reputed and experienced contractors/suppliers for the following stores on Supply & installation basis:

- 1. Particulars of Items: Details of the items with specification is mentioned at Annexure-G
- **2. Completion period:** Supply and installation within 90 days from the date of issue of award of the tender/issue of Purchase Order, whichever is later.
- **3. Availability of Tender Document:** Tender Documents with detail terms & conditions can be downloaded from Delhi govt. e-procurement website.
- 4. **Qualification of the Tenderer:** The bidder must upload the document on e-procurement website as per the tender clause 14.
- **5.** Validity Period of Offer: The rates offered in Part II (Financial bid) should be valid for one hundred and eighty (180) days from the date of opening of Part II (Financial bid) of the Tender.
- **6. Receipt and opening of Tenders:** The EMD along with covering letter **only** to reach to the office on or before 27.11.2018 before 01.00 PM. The Technical Bid will be opened on the same day at 02.30 pm.
- 7. The required EMD (item wise mentioned at Annexure-G) in favour of Registrar, GGSIP University **payable at Delhi** as stated above in the form of FDR only must be reached to the office as per date and time failing which the offer will be treated as non-responsive.
- **8.** GGSIPU reserve the right to accept or reject any or all the tenders wholly or partially without assigning any reason thereof.

### **SECTION-I**

#### INSTRUCTIONS TO BIDDERS

#### 9.0 Scope & Work

The work consists of:

- 9.1 **Supply and Installation of Lab Equipment for CEPS** at University Campus at Sector-16C, Dwarka, New Delhi as per specification in **Section-III** (**Annexure-G**).
- 9.2 Comprehensive on-site **warranty** for a period of **36 months** from the last date of completion/installation for all the items supplied as certified by the University.

#### 10.0 Definitions:

- 10.1 **GGSIPU** means Guru Gobind Singh Indraprastha University, Delhi
- 10.2 **University** means Guru Gobind Singh Indraprastha University, Delhi
- 10.3 **Employer** means the Registrar, GGSIPU and his successor
- 10.4 **Bidder** means the Manufacturer/Vendor/Firm
- 10.5 "Year" means "Financial year" unless stated otherwise.

#### 11.0 Who can apply:

- 11.1 <u>If the bidder is a proprietary firm</u>, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, Contact details etc.
- 11.2 <u>If the bidder is a firm in partnership</u>, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.
- 11.3 <u>If the bidder is a limited company or a corporation</u>, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The bidder should also furnish a certified copy of the Memorandum and Articles of Association duly attested by a Public Notary.
- 11.4 Joint Venture/ Consortiums are not accepted.

#### 12.0 Sealing and Marking of Bids

- 12.1 Technical bid must be submit on e-procurement website of each item and the respective EMD only should be submitted in the office.
- 12.2 The bidder shall place envelope marked as "**Earnest Money Deposit**" alongwith covering letter must be submitted in hard copy (No other documents need to be submit in hard copy) the envelop shall be addressed to Dy. Registrar (Purchase), Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, New Delhi 110078.
- 12.3 The envelope containing EMD shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is declared non-responsive.

#### 13.0 **Bid Submission:**

- 13.1 The envelop named "Earnest Money Deposit" shall comprise of EMD amount of the tender document and the document comprise of the technical bids should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in only (Not to be submitted in hard copy)
- 13.2 The "Financial Bid" and shall comprise of the price bids uploaded on e-tender website i.e. www.govtprocurement.delhi.gov.in

- 13.3 Each page of the Technical Bid, Tender Document must be signed by the authorized signatory of the bidder.
- 13.4 Conditions other than those laid down in the Tender document will not be entertained.

#### 14.0 Eligibility Criteria for Technical Bid

Only EMD alongwith covering letter must be submitted in hard copy as per the date and time mentioned above (No other documents need to be submitted in hard copy).

The formats/Annexure for the documents to be submitted, with Technical bids are placed at **Section** –  $\mathbf{H}$  (Annexure – A, A1, A2 to Annexure H):

14.1	Letter of Transmittal	Annexure – A	
	Declaration by Bidder	Annexure – A1	
	Compliance to Bid Requirement	Annexure – A2	
	A declaration by the manufacturer/firm/vendor as to the probable date of manufacture of the item for which financial bid has been made.	Annexure – A 3	
	Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure - B	
14.2	Income Tax Registration (PAN No. ),	Attach certified	
	GST Registration Number	copies	
14.3	Average financial turnover of <b>Rs.10.00 Lacs</b> during the immediate last three consecutive financial years, duly audited, signed & stamped by a Chartered Accountant.		
	The bidder should not have incurred losses in more than two years in the last 3 consecutive financial years, duly certified by Chartered Accountant, along with copies of audited profit and loss account of last three years	Annexure C	
14.4	Firm should have executed atleast one single order of same and similar nature of Lab Equipment in the last three financial years.  Explanation:  Same and Similar nature of lab equipment means the work of supply and installation of similar or equivalent lab equipments mentioned at Annexure-G in public sector undertaking, Govt. department, Educational Institutions, Research Institutional or in reputed private sector.  This should be certified by an authorized officer of the client organization on its letter-head.	Annexure D	
14.5	That the bidder/ organization has not been blacklisted/debarred by any of the government/ public sector agencies in India in the last 3 years. A declaration of fair business practice by the Bidder.	Annexure – E	
14.6	The intending bidder must submit compliance report of the each item of the bid.	Attach compliance report	
14.7	The Manufacturer/firm/vendor should have a authorized service centre in India only	Attach copy of proof	
14.8	Printed and proper circulated catalog for the quoted similar items be submitted along with the tender document	Attach copy of proof	
14.9	Authorization letter of the OEM	Attach copy of proof	
14.10	Comprehensive on-site warranty for a period of 36 months from the last date of	Certificate to be	
	completion/ installation for all the items supplied as certified by the University.	given	

#### 15.0 Opening of Technical Bids & Evaluation:-

- 15.1 The details submitted by the bidders will be evaluated in the following manner:
- 15.2 The "initial eligibility criteria" prescribed in para 14.1 to 14.10 above in respect of experience in similar class of works completed, financial turnover, profitability and valid registrations will first be scrutinized.
- 15.3 Examination of the specification of all the items will be done by specialized specification evaluation committee.
- 15.4 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:-

- 15.5 Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- 15.6 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

#### 15.3 Opening of Financial bid and evaluation:

After the Technical evaluation of the bids, the University will open the 'Financial Bids' of all the bidders who have qualified in the Technical Eligibility Criteria as per Clause 14, at notified time, date and place, if any. The lowest financial bidder shall only be considered for award of work.

#### 16.0 Earnest Money Deposit:

- 16.1 The Earnest Money Deposit (EMD) alongwith covering letter must be submitted in hard copy as per date and time mentioned above (see Clause 7). The Earnest money shall be accepted in the following forms and shall be in favour of "Registrar, GGSIPU", payable at Delhi with validity of 180 days:-
  - 1. Fixed deposit receipt (FDR)
- 16.2 Tenders with no earnest money deposit will summarily be rejected. In case of successful bidder of the financial bids, the earnest money will be returned after obtaining the required 10% Performance Security in the form of FDR/BG (FDR/BG should be valid for a period of 38 months) from the date of installation.
- 16.3 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest.

#### 17.0 Financial Bid:

The bidder shall quote unit item rates in INR/USD/British Pound/Euro etc., as the case may be, both in words and figures in the Financial Bid only. Exchange Rate on the date of opening of financial bid will be taken into account for evaluation purpose only. No alterations in the form of tender, in the schedule of quantities or additions (Financial Bid) etc. shall be permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. No changes in unit rates shall be allowed. The rates quoted in schedule of quantity (Financial Bid) are for finished and completed items and no extra amount for cartage or transporting material, labour etc. shall be paid. The rates should be inclusive of all loads and lifts for all materials for the completed items and also include all taxes, insurance, royalties etc. as applicable. Indian Supplier has to quote the all inclusive of rate product i.e. freight, insurance, packing, handling, assembling, installation, commissioning upto the University or as given in the work order.

In case of foreign manufacture, supplying the equipment through its authorized agent in India CIP Delhi Airport will be considered in financial bids. However, custom duties as applicable against production of custom duty exemption certificate will be borne by the University including the transportation and insurance charges, if any. However, the handling of the equipment will be strictly in the supervision of authorized agent in India. No liability in case of any damage, miss handling will be accepted by the University in any case.

#### 18.0 General:

- All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a "Nil" or "No Such Case" entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that incomplete information called for in the tender document or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.
- 18.2 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.

- 18.3 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.
- 18.4 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in GGSIPU which may also result in forfeiture of EMD/performance security.
- 18.6 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and a binding.
- 18.7 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract / award of work that will be in force from time to time shall be recovered / deducted from the released payment amount.
- 18.8 GST or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the contractor and University will not entertain any claim whatsoever in respect of the same.
- 18.9 The bidder shall have to make his own arrangement at no extra cost to the University for water Supply & Installation, sanitation and electric Supply & Installation etc. at the site of work.
- 18.10 On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the University shall be communicated in writing to the Registrar.
- 18.11 If the bidder shall obtain a contract with GGSIPU as a result of wrong tendering or other non-bonafide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the contractor, which may also result to forfeiture of EMD/performance security.
- 18.12 Without prejudice to any of the rights or remedies under this contract if the contractor dies, the University shall have the option of terminating the contract **Without** compensation to the legal heir of the contractor.
- 18.13 Escalation: Increase in rates of material / Labour shall not be payable on any account. Price quoted shall be firm and no escalation will be allowed on any account.

#### 19.0 Scope of Works

The Scope of work shall consist, Supply & Installation, erection and placing in position at site, complete in all respects, and its maintenance during warranty period for items mentioned at clause 1. as per specification given under Section III

#### 19.1 Specification for Work and Quality

The procurement of various materials shall be either from the manufacturers or their main authorized dealers to ensure that no duplicate/spurious makes are used in the works. The entire work shall be warranted for a period of **36 months** against defective material with liability of replacement or to the satisfaction of the University.

#### 19.2 Safety and Security

Safety and Security of workers/staff, material, equipments, etc. will be the responsibility of the contractor. The university will not be held responsible on this account

- 19.3 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:
  - (a) Amend the scope and value of contract to the bidder.
  - (b) Reject any or all the applications without assigning any reason.
- Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.

- 19.5 The necessary training and technical support will be provided to at least 6 persons for the period of 2 weeks by the company
- 19.6 All the necessary manuals, documentations (2 Sets) will be provided in hard and soft form by the supplier only.
- 19.7 The commissioning and complete installation of all the equipment/machinery, including civil work, electrical work, pneumatic power supply etc. as per the setup finalized by the committee will be done by the supplier only.
- 19.8 The whole system shall be secured by wired fencing.
- 19.9 **Default in After Sales Services:** In the event of any default and/or unsatisfactory after sales service by the supplier/tenderer/vendor/firm, the competent authority of the institute will be at liberty to repair/get the item repaired/serviced from other source/party at his/their cost.
- 19.10 In case of software items, the suppliers should ensure that:
  - a) Legal software is supplied in original sealed pouches/P.K.T.
  - b) A license agreement is enclosed with it
  - c) A registration card is available in software.
- 19.11 The bidder who will qualify the technical evaluation shall give demonstration of the equipments to the technical members of the committee. Price bids of only those bidders will be considered whose demonstration will be found satisfactory by the technical members of the committee.

#### 20.0 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).

#### 21.0 Summary Rejection of tender:

21.1 The tenders not accompanied with Earnest Money Deposit 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.

#### 22.0 Particular provisions

- 22.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 22.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

#### 23.0 Amendment of tender document:

- 23.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.
- Any addendum thus issued shall be a part of the tender document and shall be uploaded on the e-procurement website (www.govtprocurement.delhi.gov.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

#### 24.0 Validity of Tender:

**Seventy five days** from the date of opening of **Financial Bid** of the tender. During this period no bidder shall be allowed to modify/withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.

#### **25.0** Performance Guarantee:

- 25.1 The successful bidder shall be required to furnish a Performance Guarantee of 10% of the total tendered value after successfully installation of the product at site. The Performance Guarantee should be valid up to **38 months** from the date of expire of warranty. The Performance Guarantee shall be accepted in the following form and shall be in favour of "Registrar, GGSIPU", payable at Delhi with a validity of months as under:
  - i. Fixed deposit receipt (FDR) of a nationalized bank (38 months validity)
  - ii. Bank Guarantee (As per Annexure-H) (38 months validity)
- 25.2 Performance Guarantee will be refunded after completion of the warrantee period as per clause 26.
- 25.3 In case of non submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list/de-bar the contractor.

25.4 In case a fixed deposit receipt/ Bank Guarantee of any bank is furnished by the contractor to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said instrument. The loss caused thereby shall fall on the supplier and the supplier shall forthwith on demand furnish additional security to the University to make good the deficit.

#### 26.0 Warranty

The bidder shall provide comprehensive on-site **warranty** for a period of **36 months** for all items from the last date of completion / installation as certified issued by the University and shall be responsible for any defects that develop in the item. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost.

The bidder is responsible for all packing, unpacking, assembly, installation of units. The bidder will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period. All the repairing / replacing of defects shall be done by the bidder totally free of cost.

#### 27.0 Duration

The items covered under this tender are required to be delivered and installed at University Campus at Sector 16C, Dwarka, New Delhi within 180 days, as specified in delivery schedule submitted by bidder.

#### 28.0 Payment Terms

- 28.1 100% irrevocable & confirmed Letter of Credit will be opened in the bank, LC will issued only incase of foreign suppliers. However, incase of material manufactured indigenously in India, the payment will be released after complete installation, training and receipt of performance guarantee of the product.
- 28.2 Each invoice should be submitted in duplicate clearly specifying contact no, goods description, quantity, unit price, total amount along with warranty certificate, etc.
- 28.3 No advance payment will be made under any circumstances.

#### 29.0 Delay and Non Conformance

- 29.1 If the bidder fails to Install the Equipment with in the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 1% (one percent) of the contract price of the delayed goods weekly or part thereof of delay until actual delivery. The penalties will be maximum of 10% of the contract amount / awarded value.
- 29.2 In case of extraordinary delay or beyond 70 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/en-cash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

#### 30.0 Services during warranty period

- 30.1 The maximum response time for maintenance complaint during warranty period (i.e. time required for bidder's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 05 working days.
- 30.2 The period for correction of defects in during warranty period is 3 weeks.
- 30.3 In case an item is not useable beyond the stipulated maximum downtime the contractor will be required to arrange for an immediate replacement.
- 30.4 In case the rectification of defects is not carried out within 3 week and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable up to a maximum of 4 weeks (maximum 10%)

#### 31.0 Packing and Marking

All packing should be strong enough to withstand rough handling during loading/ unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc.

#### 32.0 Substitution and Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the contractor at contractor's cost and risk.

#### 33.0 Insurance, Freight and Deliveries

- 33.1 The supplier shall make his own arrangements towards safe and complete delivery including insurance, freight, state level permits etc. as applicable at the designated locations indicated by University in the Purchase Order.
- 33.2 The contractor will keep University informed about changes, if any, in various stages of deliveries, installation.

#### 34.0 Arbitration and Settlement of Disputes:

- 34.1 University and the contractor shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.
- 34.2 If after thirty (30) days from the commencement of such informal negotiations, University and the supplier are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:
- 34.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University.
- 34.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the contractor is specifically directed by University to desist from working in this behalf.
- 34.2.3 The venue of arbitration shall be Delhi/ New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only
- 34.2.4 It is also a term of that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- **35.0 Force Majeure** For purpose of this Clause, Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.

If a Force Majeure situation arises, the supplier shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **SECTION II**

## INFORMATION REGARDING TECHNICAL ELIGIBILITY (Annexure A to H)

#### LETTER OF TRANSMITTAL

From:	
То	
GGS II	egistrar PU 16C, Dwarka,
Sub: Sir,	Submission of Tender Document for the work of "Supply and Installation of Lab Equipment for CEPS" at GGSIPU Campus, Sector 16C, Dwarka, New Delhi".
Having inform	g examined the details given in Tender document for the above work, I/we hereby submit the relevant ation:-
1.	I/we hereby certify that all the statement made and information supplied in the enclosed annexure / forms accompanying statement are true and correct.
2.	I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply & Installation.
3.	I/we submit the requisite certified solvency certificate and authorize the Registrar, GGSIPU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

### **DECLARATION BY THE BIDDER**

	understood the Bidding Document	(Name of the Bidder) hereby represent that we have gone through and (which in two parts) in Part-I (Commercial Section & Technical Section) es) and that our Bid has been prepared accordingly in compliance with the ocuments.		
Α	A. We are submitting a copy of Bidding Document marked "Original" as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.			
	separately sealed envelope. We co	indicated prices in Schedule of Quantities and submitted in Price Bid in infirm that rate quoted by us includes price for all works/activities/supply etc. The items in Schedule of Quantities.		
	SIGNATURE OF BIDDER	:		
	NAME OF BIDDER	:		
	COMPANY SEAL	<b>:</b>		

**Note:** This declaration should be signed by the Bidder's representative who is signing the Bid.

#### **COMPLIANCE TO BID REQUIREMENT**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by GGSIPU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER	:	
NAME OF BIDDER	:	
COMPANY SEAL	:	

### **DECLARATION BY THE BIDDER**

We	(Name of the Bidder	) hereby declare that the	ab item for which we have
quoted our price in the Financial	Bid would not be an it	em used so far for demo/ar	y other purposes and will be
unused (brand new).			
SIGNATURE OF I	BIDDER :		
NAME OF BIDDE	R :		
COMPANY SEAL	:		

**Note:** This declaration should be signed by the Bidder's representative who is signing the Bid.

## ORGANISATION STRUCTURE

1.	Name & Address of the Bidder :	
2.	Telephone No./Fax No./ e-mail :	
3.	Legal status of the Bidder (attach copies of original document defining the legal status)  a) An Individual  b) A proprietary firm  c) A firm in partnership  d) A limited company or Corporation  e) A Public Sector Undertaking	
4.	Particulars of registration with various Government Bodies (Attach a Organization /Place of registration Regis	ttested Photo Copy) tration No
5.	A. PAN NoB. GST No	
6.	Names and Titles of Directors & Officers with designation to be concerned with this work.	:
7.	Name & Designation of individuals authorized to act for the organiza (Pl attach power of attorney in favour of authorized representative du	
8.	Has the Bidder ever required to suspend work for a period of more than six months continuously after you commenced the business? If so, give the name of the project and reasons of suspension of work.	:
9.	Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	:
10.	Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details. :	
11.	Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	:
13.	Any other information considered necessary but not included above.	:
	(St	amp, Name & Signature of Bidder)

#### **DETAILS OF ANNUAL TURNOVER**

#### A. FINANCIAL DETAILS

Financial Years	Gross Annual Turnover (In Lakhs)	Profit/Loss (In Lakhs)
2014-2015		
2015-2016		
2016-2017		

B. Audited balance sheet and profit & loss account for above three years to be submitted. Must be attested by the Chartered Accountant.

Signature & stamp by Chartered Accountant

(Stamp, Name & Signature of Bidder)

## DETAILS OF SUPPLY OF LAB ITEMS (AS PER SPECIFICATION GIVEN IN SECTION III BELOW) IN LAST 03 (THREE) YEARS

S. No.	POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBERS	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETIO N DATE	REASONS FOR DELAY, IF, ANY

(Stamp, Name & Signature of Bidder)

#### DECLARATION FOR FAIR BUSINESS BY THE BIDDER

This is to o	certify that We, M/s	in submission of this offer confirm that:-
i)	We have not made any misleading or fa attachments in proof of the qualification requ	alse representation in the forms, statements and airements;
ii)		ance such as abandoning the work, not properly a completion, litigation history or financial failures
iii)	Business has not been banned with us by as Sector Undertaking or Enterprise of Central	ny Central / State Government Department/ Public / State Government.
iv)	We have submitted all the supporting doc prescribed format.	ruments and furnished the relevant details as per
v)	The information and documents submitted responsible for the correctness of the information	with the tender by us are correct and we are fully ation and documents submitted by us.
vi)		nt/information/document furnished by us or to be r is found to be incorrect or false, our EMD in full e banned.
vii)	We have not been punished / penalized by w	ay of imprisonment in last three years.
viii)	We have not been blacklisted/ debarred by a three years.	ny of the Government/Public Sector Agency in last
		SEAL, SIGNATURE & NAME OF THE BIDDER
		Signing this document

#### Form of Performance Guarantee Bank Guarantee Bond

1.	In consideration of the GGSIPU (hereinafter called "The University") having offered to accept the terms and conditions of the proposed agreement between and and
	(hereinafter called "the said Contractor(s)") for the work
	(hereinafter called "the said agreement") having agreed to production of a irrevocable
	Bank Guarantee for Rs (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with
	the terms and condition in the said agreement.
	We, (indicate the name of the Bank) (hereinafter referred as "the
	Bank") hereby undertake to pay to the University an amount not exceeding Rs (Rupees only) on demand by the University.
2.	We,(indicate the name of the Bank) do hereby undertake to pay the amounts
	due and payable under this guarantee without any demure, merely on a demand from the
	University stating that the amount claimed is required to meet the recoveries due or likely to be
	due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability
	under this guarantee shall be restricted to an amount not exceeding Rs (Rupees
	only).
3.	We, the said bank further undertake to pay the University any money so demanded
	notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding
	pending before any court or Tribunal relating thereto, our liability under this present being
	absolute and unequivocal.
	The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4.	We,(indicate the name of the Bank) further agree that the guarantee
	herein contained shall remain in full force and effect during the period that would be taken for the
	performance of the said agreement and that it shall continue to be enforceable till all the dues of
	the University under or by virtue of the said agreement have been fully paid and its claims
	satisfied or discharged or till Project-in-Charge on behalf of the University certified that the terms
	and conditions of the said agreement have been fully and properly carried out by the said
5.	Contractor(s) and accordingly discharges this guarantee.  We,(indicate the name of the Bank) further agree with the University
٥.	that the University shall have the fullest liberty without our consent and without affecting in any
	manner our obligation hereunder to vary any of the terms and conditions of the said agreement or
	to extend time of performance by the said Contractor(s) from time to time or to postpone for any
	time or from time to time any of the powers exercisable by the University against the said
	contractor(s) and to forbear or enforce any of the terms and conditions relating to the said
	agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the
	part of the University or any indulgence by the University to the said Contractor(s) or by any such
	matter or thing whatsoever which under the law relating to sureties would, but for this provision,
	have effect of so relieving us.
6.	This guarantee will not be discharged due to the change in the constitution of the Bank or the
_	Contractor(s).
7.	We,(indicate the name of the Bank) lastly undertake not to revoke
8.	this guarantee except with the previous consent of the University in writing.  This guarantee shall be valid upto unless extended on demand by the University.
0.	Notwithstanding anything mentioned above, our liability against this guarantee is restricted to
	Rs (Rupees only) and unless a claim in writing is
	lodged with us within six months of the date of expiry or the extended date of expiry of this
	guarantee all our liabilities under this guarantee shall stand discharged.
Dota 1	the day of for (indicate the name of the Dank)
Daicu	the day of for (indicate the name of the Bank)

## SECTION III

## TECHNICAL SPECIFICATIONS Supply and Installation of Lab Equipment for CEPS

S.	Description	Qty.	Estimated	EMD (in
No.	Microplete Chartenhetemeter are as fallows:	01	cost (in Lacs)	Rs.)
1.	<ul> <li>Microplate Spectrophotometer are as follows:</li> <li>IVD Certified Elisa reader.</li> </ul>	01	7.5	33,000/-
	• Able to read samples from approx. 200 – 1000nm wavelength range with 1nm increment.			
	<ul> <li>Must be compatible with low volume 2µl plate.</li> </ul>			
	<ul> <li>Plate type – 6,12,24,48,96 and 384.</li> </ul>			
	<ul> <li>Must have Cuvette Port as standard.</li> </ul>			
	Band pass: 2.9nm			
	*			
	• Shaking: orbital, double orbital and linear.			
	• Temperature control: Ambient +4°C to 65°C with condensation control.			
	• Wavelength repeatability - ±0.2nm			
	<ul> <li>Wavelength accuracy - ±2nm</li> </ul>			
	• It must be able to do end point, kinetics, spectral analysis and			
	well area scanning.			
	• Reading speed 8 sec. for 96 well plate.			
	• There should be pathlength correction feature that could			
1	normalize well data to standard cuvette data without transferring			
	to excel sheet.			
	<ul> <li>Light source – Xenon lamp</li> </ul>			
	<ul> <li>Reader must be controlled through software.</li> </ul>			
	<ul> <li>PC controlled software for data reduction and analysis.</li> </ul>			
	<ul> <li>Software must run calibration and standard protocol.</li> </ul>			
	• In calibration protocol standards can be used for other samples			
	for later use.			
	<ul> <li>Multiple standards group can be put.</li> </ul>			
	<ul> <li>Control for each sample can be defined separately.</li> </ul>			
	<ul> <li>Control for all samples can be assigned.</li> </ul>			
	• Warranty minimum: 3 years			
	• Suitable computer: Config. i5 Seventh Generation, 8GB RAM,			
	2TB HDD, DVD RW, USB 3.0 ports, Mechanical Keyboard,			
	Mouse, 18.5" or higher monitor with 1080 P resolution.			
	Suitable Laserjet Printer			
2.	Mini Vertical Electrophoresis are as follows:	01	1.5	5000/-
	• One complete unit for 1.0mm mini gels (10 x 8cm)			
	<ul> <li>System should include tank, lid with power cables, electrode</li> </ul>			
	assembly, casting stand for minimum 2 gels, five each 10-well			
	combs and five sets of glass plates with integrated spacers,			
	• System should be able to run 1-4 hand-cast and precast mini gels			
	• System should require not more than 700 ml buffer for 2 gels or			
	<ul><li>1000ml for 4 gel</li><li>System should have casting stand with wing clamp assembly for</li></ul>			
	simple and leak proof casting			
	<ul> <li>System should have the capability for up gradation from 2 gels</li> </ul>	1		
	to 4 gels in the same tank	1		
1	<ul> <li>System should have the capability for adding an interchangeable</li> </ul>			
	module, which can run SDS-PAGE or do western blotting in			
	same buffer tank			
	<ul> <li>System should come with starter consumables kit for fast gel running in 20 min</li> </ul>			
1	<ul> <li>System should have lid with safety banana jacks which break</li> </ul>			
1	the circuit if lid is opened during a run	1		
1	The electrodes should be color coded to remove any confusion	1		
	of wrong orientation			

- The lid should have integrated cables to connect to power pack directly
- System should conform to CE standards

#### Power Pack Basics are as follows:

- 1. Should have Output range (programmable) of 10–300 V, fully adjustable in 1 V steps and 4–400 mA, fully adjustable in 1 mA steps with 75 W maximum
- 2. Should give Constant voltage, constant current with automatic crossover
- 3. Should have 4 pairs recessed banana jack output terminals floating in parallel to run 4 systems at a time
- 4. Should have a timer of 1–999 min, fully adjustable
- 5. Should have pause/resume run function
- 6. Should have LED Display
- 7. Should have these Safety features: No-load detection, sudden load change detection, overload/short circuit protection, input line protection, auto power-up after power failure
- 8. Should have input protection of fuse on both hot and neutral
- 9. Should have a fan fitted at the back to keep the internal board cool
- 10. Should conform to CE standards

#### **SECTION IV**

#### FINANCIAL BID

## Supply and Installation of Lab Equipment for CEPS

S. No.	Description	Qty.	Unit Cost	Total Amount	Total Amount		
1.	Microplate Spectrophotometer	01					
	As per the specification mentioned in the tender document at Annexure-G						
2.	Mini Vertical Electrophoresis	01					
	As per the specification mentioned in the tender document at Annexure-G						
3.	All Taxes (if any) including GST*						
Total Amount in Rs.(including all taxes, GST) & CIP New Delhi							

<sup>\*</sup>The taxes will be paid as applicable from time to time

#### Note:-

- 1. The lowest financial bidder shall only be considered for award of work.
- 2. The bidder shall provide 36 months warranty on all items from the last date of installation and shall be responsible for any defects that develop in the Lab item. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost. The period of warrantee will automatically treated as extended beyond 36 months if the instrument remain non functional more than 15 days after reporting non-functional.
- 3. The rates of the items supplied by the bidder through local market/India must be quoted in INR only.

(SEAL, SIGNATURE & NAME OF THE BIDDER)