



Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi -110078

Website: <http://ipu.ac.in>

Phone No.-011-25302304, 303

Date: 30 Dec, 2016

TENDER NO. 01/GGSIPU/USBT/NR/CSIR/2016-17

E-TENDER (NIQ)

Registrar, Guru Gobind Singh Indraprastha University invites e-tenders from reputed and eligible bidders for the **Supply and Installation of Lab Equipment** for University School of Biotechnology, Sector 16C, Dwarka, New Delhi-110078. Tender document can be downloaded from Delhi Govt. e-procurement website i.e. www.govtprocurement.delhi.gov.in. The tender document can also be viewed on the University website i.e. www.ipu.ac.in.

1.	Name of work	Supply and Installation of Lab Equipment for UNIVERSITY SCHOOL OF BIO TECHNOLOGY at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078
2.	Last date, time and venue for submission of EMD and Technical bids documents	20.01.2017 Up to 04:30 p.m. in the office of USBT, Second Floor, Block- A, Room No- AFR- 206, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078
3.	EMD	EMD for Rs.7500- in favor of Registrar, GGSIP University payable at Delhi in the form of FDR /DD
4.	Date and time for opening of Technical bid	23.01.2017 at 11:00 a.m.
5.	Date and time for opening of Financial Bid	After evaluation of technical bid, date and time will be notified on e-tender website www.govtprocurement.delhi.gov.in
6.	Cost of Supply and Installation of Lab Equipment	Rs. 3 lakhs
7.	The bids shall be submitted in two stages viz. (i) Technical bid (ii) Financial bid. Detailed specifications of the item(s) to be supplied are mentioned at Section-V Annexure-G of the tender document. The Technical & Financial bid should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in	

(REGISTRAR)



GURU GOBIND SINGH
INDRAPRASTHA
UNIVERSITY

TENDER DOCUMENT

FOR

**Supply & Installation of Lab Equipment for
University School of Biotechnology**

AT

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

Registrar

Guru Gobind Singh Indraprastha University
Sector 16C, Dwarka, New Delhi 110078
Contact Nos (USBT).011-25302304, 3

Email (USBT): ramraj.bt@gmail.com; raghuramlab@ipu.ac.in

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Section I
Introduction & Notice Inviting Tender
TENDER NO. 01/GGSIPU/USBT/NR/CSIR/2016-17

Registrar, Guru Gobind Singh Indraprastha University (GGSIPU) invites e-tenders (in two bid system – Part I-Technical & II-Financial) from eligible and qualified bidders on supply & installation basis:-

1. **Particulars of Items:** Details of the items with specification is mentioned at Section – V, Annexure-G
2. **Quantity:** Quantity is mentioned at annexure-G
3. **Earnest Money Deposit (EMD) in the form of DD/FDR:** The details of the item wise EMD is mentioned at annexure-G, to be paid as detailed in clause 19. The required EMD along with a covering letter on the letterhead of the bidder and hard copies of technical bids identical to those submitted online in separate envelopes with all other supporting documents, shall be deposited physically in the tender box kept for this purpose on or before the day of the opening of the tender at the office of USBT, GGSIPU, Sector-16C, Dwarka, New Delhi. Only EMD in the form of DD or FDR with a covering letter and all other bidding documents deposited in the Tender Box sealed and marked as specified under clause 14 and 16 shall be accepted. Bids without EMD will be treated as non-responsive.
4. **E-Tendering Participation Requirements:** The prospective bidders shall need registration with E-procurement system of NIC by paying necessary registration charges. The details can be obtained from Help Desk of the E-procurement site/ office, (<https://govtprocurement.delhi.gov.in>)
5. **Completion period:** Supply within 60 days from the date of issue of award of the tender/issue of Letter of Credit, whichever is later and installation within 30 days' after the receipt of material at University.
6. **Availability of Tender Document:** Tender Documents with detail terms & conditions can be downloaded from Delhi govt. e-procurement website.
7. **Qualification of the bidder:** Bidders should have experience of supplying at least 3 such equipment, similar to the item(s) mentioned in Annexure – G of this tender document, to any Government /private/Educational or Research Institutes in India during the last two years
8. **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.
9. **a) Receipt and opening of Tenders:** The TIA will open the e-tenders as per the date and time given at the e-procurement site. The tender box containing EMD and hard copies of the TECHNICAL bids shall be opened at the date and time given at the e-procurement site.
b) Authorized representatives of the bidders may attend the tender box opening, provided they bring with them letters of authority from the corresponding bidders.
c)The Technical Bids shall be opened in the first instance. These shall be scrutinized and evaluated by the competent committee with reference to parameters prescribed and specification asked in the tender. Thereafter in the second stage, the online Financial Bids of only the technically compliant bids shall be opened for further scrutiny and evaluation. This shall be done at the e-procurement site. Date and time will be notified at the e-procurement site.
10. GGSIPU reserves the right to accept or reject any or all the tenders or its purchase decisions wholly or partially without assigning any reason thereof.

Section II

Instructions to Bidders

11.0 Scope

The work consists of:

- 11.1 Supply and Installation of Lab Equipment for UNIVERSITY SCHOOL OF BIO TECHNOLOGY in GGSIP University Campus at Sector-16C, Dwarka, New Delhi as per specification in Section-V, Annexure-G.
- 11.2 Comprehensive on-site warranty on the entire equipment for a period of 60 months or higher as given by the manufacturer, from the last date of completion/ installation for all the items supplied as certified by the University. The warranty shall be one year in case of UPS, IT peripherals and consumables, unless otherwise specified by the manufacturer for items with short life.

12.0 Definitions:

- 12.1 **GGSIPU** means Guru Gobind Singh Indraprastha University, New Delhi
- 12.2 **University** means Guru Gobind Singh Indraprastha University, New Delhi
- 12.3 **TIA** means the Tender Inviting Authority i.e. Registrar, Guru Gobind Singh Indraprastha University, New Delhi.
- 12.4 **Bidder/Supplier/Vendor/Contractor/firm** means manufacturing firm or its authorized distributor, primary dealer, proprietary firm, partnership firm, private or public limited company or corporation.
- 12.5 **“Year”** means “Financial year” unless stated otherwise.

13.0 Who can apply:

- 13.1 If the bidder is a proprietary firm, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, contract details etc.
- 13.2 If the bidder is a firm in partnership, 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.
- 13.3 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorised 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.
- 13.3 Joint Venture/ Consortiums are not accepted.

14.0 Sealing and Marking of Bids

- 14.1 Technical and Financial Bids shall be submitted for each item along with EMD.

- 14.2 The bidder shall place two separate envelopes (called inner envelopes) marked “**Technical Bid**” with all supporting documents listed at clause 16 AND “**Earnest Money Deposit**” in one outer envelope. The inner envelopes will have marking as follows:-
a) Technical Bid
b) Earnest Money Deposit (EMD)
- 14.3 The sealed outer and inner envelopes containing the technical bid and EMD shall be addressed to Registrar (Attn: USBT), Guru Gobind Singh Indraprastha University, Sector 16C, Dwarka, New Delhi –110078
- 14.4 The sealed tender shall bear the name and identification number of the Tender on the cover of the Envelope(s).
- 14.5 In addition to the identification required as above, each of the envelopes 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 nonresponsive.
- 15.0 **Bid Submission:**
- 15.1 The bidder has to submit its technical and financial bids online at the e-procurement site (<https://govtprocurement.delhi.gov.in>) and physically deposit the required EMD , to be paid as detailed in clause 19, along with a covering letter on the letterhead of the bidder, and hard copies of technical bids in separate envelopes along with all supporting documents as per clause 16 (identical to those submitted online) in the tender box kept for this purpose on or before the specified closing date and time at the office of USBT, GGSIPU, Sector-16C, Dwarka, New Delhi. Only EMD in the form of DD or FDR, to be paid as detailed in clause 19, with a covering letter and all other bidding documents deposited in the Tender Box sealed and marked as specified under clauses 14 and 16 shall be accepted. Bids without EMD will be treated as non-responsive.
- 15.2 The envelope named “Technical Bid” shall comprise of all documents as per Clause-16 (Separate bid for each item). All the documents as per the Clause-16 must also be uploaded on the e-tender website.
- 15.3 Each page of the Technical Bid, supporting document and Tender Document along with all corrigenda, addendum issued, if any, must be sealed and signed by the authorized signatory of the bidder, sealed and submitted as a part of the technical bid. It is the responsibility of the bidder to ensure that all hard copy documents are identical to those submitted online, failing which the bid may be rejected.
- 15.5 The bidders must ensure that they submit their tenders not later than the closing date and time specified for submissions of tenders. In the event of the specified date for physical submission of tender falls on or is declared a holiday or closed day for the office of TIA, the EMD in physical form will be received up to the same time on the next working day; but the date and time of submission of bid at e-procurement site shall remain unchanged.
- 15.6 Conditions other than those laid down in the Tender document will not be entertained.

16.0 Eligibility Criteria for Technical Bid

All eligibility documents from clause 16.1 to 16.12 must be uploaded at the e-procurement site and also submitted in hard copy along with the technical bids in the tender box on or before the specified closing date and time. EMD in the form of FDR or DD shall also be deposited in the Tender Box as mentioned at clause 3 above. The detailed formats for the following documents to be submitted along with the Technical bids are made available as annexures at **Section IV (Annexure – A, A1, A2, and A3 to Annexure E)**:

16.1	Letter of Transmittal	Annexure – A
	Declaration by Bidder	Annexure – A1
	Compliance to Bid Requirement	Annexure – A2
	A declaration by the manufacturer that the item quoted will be new/unused with probable date of manufacture and normal life of the item for which financial bid has been made.	Annexure – A 3 on non-judicial stamp paper
16.2	Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure - B
16.3	Last Income Tax Return with a copy of PAN.	certified copies
	DVAT Registration/TIN Number	
16.4	Average financial turnover of Rupees Ten Lakhs during the immediate last three consecutive financial years, duly audited, signed & stamped by a Chartered Accountant.	Annexure C
	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	
16.5	Bidders should have experience of supplying at least 3 items similar to those mentioned in Annexure – G of this tender document, to any Government /private/Educational or Research Institutes in India during the last two years This should be certified by an authorized officer of the client organization on its letter-head.	Annexure D
16.6	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 on non-judicial stamp paper
16.7	The bidder must submit compliance report for each of the specifications for the items listed at Annexure-G.	
16.8	The Manufacturer must have an authorized service in India, preferably in Delhi, to honour guarantee/warranty obligations	copy of proof
16.9	Printed and proper circulated catalog for the quoted similar items be submitted along with the tender document	copy of proof
16.10	Comprehensive on-site warranty on the entire equipment for a period of 60 months or higher as given by the manufacturer, from the last date of completion/ installation for all the items supplied as certified by the University. The warranty shall be one year in case of UPS, IT peripherals and consumables, unless otherwise specified by the manufacturer for items with short life.	copy of proof
16.11	Documents which are required to be submitted as per clause 13	copy of proof
16.12	Instrument-wise user list & proof of at least 3 installations of the tendered item	copy of proof

17.0 Opening of Technical Bids & Evaluation:-

- 17.1 The details submitted by the bidders will be evaluated in the following manner:
- 17.2 The “initial eligibility criteria” prescribed at 16.1 to 16.12 above, in respect of experience in supplying similar equipment, financial turnover, profitability and valid registrations will first be scrutinized.
- 17.3 Examination of the specification of all the items will be done by Technical Committee.
- 17.4 Even a bidder who satisfies the above requirements shall be liable to disqualification if he/she has:-
- 17.5 Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- 17.6 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

18 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 evaluation of the specification criteria as per Clause 17.3 and eligibility criteria as per Clause 16, at notified time, date and place, if any. The supply order shall ordinarily be awarded to the lowest responsive bidder who is eligible and best qualified to meet the terms and conditions mentioned in the tender document to the satisfaction of the TIA.

19.0 Earnest Money Deposit:

- 19.1 The Earnest Money Deposit (EMD) must be attached with the technical bid. The Earnest money shall be accepted in the following forms and shall be in favour of “Registrar, GGSIPU”, payable at Delhi:-
1. Fixed deposit receipt (FDR)
 2. Bank Draft /Demand Draft
- 19.2 Tender(s) with no EMD will be summarily 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 66 months from the date of installation). However, the successful bidders will provide the Comprehensive Irrevocable on-site Warranty of 60 months from the date of final installation of the product, as detailed in clauses 30 and 34 of this document.
- 19.3 In case of unsuccessful bidders, the EMD will be refunded without any interest.

20.0 Financial Bid:

- 20.1 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 by the bidder shall be permitted in the form of tender, in the schedule of quantities or additions (Financial Bid) etc. 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, labor 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, duties, insurance, royalties, packing, handling, assembling, forwarding, freight, installation, commissioning up to the location specified by the buyer. However, a reasonable breakup of the equipment cost, packing/shipping and taxes/duties should be provided, including the total cost up to CIP-Delhi Airport in case of items to be imported. As the university is eligible for customs duty exemption and excise exemption (DSIR certificate etc will be provided by the university as required) the duties/taxes in the financial bid should be calculated by the bidder accordingly. The rates of the items supplied by the bidder through the local market in India must be quoted in INR only. The bidder is entirely responsible for supervision of the handling of the equipment during transit till installation and the university will not accept any liability for any damage, loss, etc. for any reason.

Section III

General Conditions of Contract

21.0 General:

- 21.1 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.
- 21.2 The bid document should be legibly written and serially numbered with proper tagging and binding. The bidder should sign each page of the bid.
- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 Sales Tax, Works contract tax, purchase Tax, turnover tax or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the supplier and University will not entertain any claim whatsoever in respect of the same. The supplier should be registered with Delhi VAT Department and carry a valid Tax Identification number issued by it. The goods, including for works contract shall be supplied by bidder or its authorized distributor in Delhi and against a sale invoice issued from Delhi. D-VAT shall be deducted at source from the bill amount of other qualifying bidders.
- 21.10 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.

- 21.11 On acceptance of the tender, the name of the accredited representative(s) of the bidder who would be responsible for taking instructions from the University shall be communicated in writing to the Registrar.
- 21.12 The bidder shall furnish a list of University employees related to him, if any in the “Technical Bid”.
- 21.13 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 supplier, which may also result to forfeiture of EMD/performance security.
- 21.14 Without prejudice to any of the rights or remedies under this contract if the supplier dies, the University shall have the option of terminating the contract without compensation to the legal heir of the contractor.
- 21.15 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.

22.0 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 Annexure-G as per specification given under Section V

22.1 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 **60 months** against defective material with liability of repair/replacement to the satisfaction of the University.

22.2 Safety and Security

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

22.3 The TIA 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.

22.4 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.

23.0 Final decision making authority

The TIA 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).

24.0 Summary Rejection of tender:

24.1 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.

25.0 Particular provisions

25.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.

25.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

27.0 Amendment of tender document:

27.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.

27.2 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.

28.0 Validity of Tender:

One hundred and Eighty 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 in this regard.

29.0 Performance Guarantee:

29.1 The successful bidder shall be required to furnish a Performance Guarantee of 10% of the total tendered value after successful installation of the product at site. The Performance Guarantee should be valid up to 66 months. The Performance Guarantee shall be accepted in the following form and shall be in favor of "Registrar, GGSIPU", payable at Delhi with a validity of months as under:-

- i. Fixed deposit receipt (FDR) of a nationalized bank (66 months validity)
- ii. Bank Guarantee (As per Annexure-F) (66 months validity)

29.2 Performance Guarantee will be refunded after completion of the warranty period as per clause 30.

29.3 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 bidder.

29.4 In case a fixed deposit receipt/ Bank Guarantee of any bank is furnished by the bidder 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 bidder and the bidder shall forthwith on demand furnish additional security to the University to make good the deficit.

30.0 Warranty

Comprehensive on-site warranty on the entire equipment for a period of 60 months or as given by the manufacturer, whichever is longer, from the last date of completion/ installation for all the items supplied as certified by the University. The comprehensive warranty shall be one year in case of UPS, IT peripherals and consumables, unless otherwise specified by the manufacturer for items with short life. The comprehensive warranty shall cover all the parts of the entire equipment and the bidder/supplier shall replace any defective part of the product supplied or its accessories, without any exception and recourse, free of cost. The bidder is responsible for all packing, unpacking, assembly, installation of the equipment as well as for its testing, calibration, service, repair and maintenance, as well as for the provision of loan replacement with another working instrument during the repair of the purchased instrument for successful and continuous operation of the products supplied during the warranty period totally free of cost.

31.0 Duration

The items covered under this tender are required to be delivered and installed in the University Campus at Sector 16C, Dwarka, and New Delhi **within 60 days**, as specified in delivery schedule submitted by bidder.

32.0 Payment Terms

- 32.1 The payment shall be made through Sight Draft or 100% irrevocable & confirmed Letter of Credit (L.C.) will be opened in the bank, only in case of foreign suppliers. LC will be opened on 100% value of equipment on FOB value and 90% shall be released on presentation of complete and clear shipping documents. Rest 10% will be released only after satisfactory installation and commissioning of the equipment. However, in case of bidder supplying indigenous goods or already imported goods, the payment will be released only after complete installation, training and receipt of performance guarantee of the product. The bidder should have Delhi VAT certificate at the time of supply and invoices must be issued with D-VAT for payment. For companies not registered under D-VAT, the amount of D-VAT will be deducted at source (TDS) as per the Delhi Government order no- F.3(654)/Policy/VAT/2016/1800-1802 dated 28/3/2016 under the provisions of section 36A of DVAT Act, 2004) and only the rest of the payment will be made.
- 32.2 Each invoice should be submitted in duplicate, clearly specifying contact no, goods description, quantity, unit price, total amount along with warranty certificate, etc.
- 32.3 No advance payment will be made under any circumstances.

33.0 Penalty for any delay OR non-supply

- 33.1 If the bidder fails to Install the Equipment within 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. In case of non-supply, EMD will be forfeited.
- 33.2 In case of extraordinary delay or beyond 30 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/en-cash the submitted EMD/Performance Guarantee and blacklist/debarred the defaulting firm.

34.0 Services during warranty period

- 34.1 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 service call/email/ letter shall not exceed 05 working days.
- 34.2 The maximum period for repair and complete restoration during the warranty period shall be 30 calendar days from the date of service call/email.
- 34.3 If the repair of an equipment takes beyond 15 calendar days, the supplier will be required to arrange for an immediate loan replacement with a working equipment at his own cost. The total downtime of the equipment shall not exceed 30 calendar days under any circumstances.
- 34.4 In case the rectification of defects and complete restoration or replacement is not carried out within 30 calendar days, a penalty of sum equivalent to 3% per week of the delivered price of that defective item(s) shall be levied till the performance guarantee is exhausted.

35.0 Packing and Marking

- 35.1 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.

36 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. Any

supply of wrong or non-conforming material shall be treated as no supply and period until which proper supply is done, shall be treated as a period of delay for the purpose of penalty under clause 33.

- 36.1 Vender shall be liable for any loss caused to the University due to delayed, wrong or non-conforming supplies in addition to the penalty imposed under clause 33.

37.0 Insurance, Freight and Deliveries

- 37.1 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. However additional actual cost toward applicable custom duty against exemption certificate, local freight, and transportation from Airport to GGSIP University shall be borne by the University but the handling the product under the guidance/supervision by the manufacturer supplier.

- 37.2 The supplier will keep University informed about changes, if any, in various stages of deliveries, installation.

38.0 Arbitration and Settlement of Disputes:

- 38.1 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 given by sole arbitrator shall be final and binding upon the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University and it shall be no ground to contest the award on the ground that arbitrator was appointed by the University or that the arbitrator is an employee of University.

- 38.2 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.

- 38.3 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

- 38.4 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 into 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 as the case may be.

- 39.0 **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 IV
Information regarding Technical Eligibility
(Annexure A, A1, A2, A3 to E)

(Separate information for each item of tender may be given)

LETTER OF TRANSMITTAL

From:

To

The Registrar

GGSIU

Sector 16C, Dwarka,

Delhi

Sub: Submission of Tender Document for the work of “**Supply and Installation of Lab Equipment for UNIVERSITY SCHOOL OF BIO TECHNOLOGY**” at GGSIPU Campus, Sector 16C, Dwarka, New Delhi”.

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

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.

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

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Quantities) and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

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.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

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

(on non-judicial stamp paper)

We _____ (Name of the Bidder) hereby declare that the lab item for which we have quoted our price in the Financial Bid would not be an item used so far for demo/any other purposes and will be unused (brand new).

The item was/will be manufactured on/in (date/month/year).

The normal usable life of the item quoted is _____ years.

We undertake to provide spares and service support for at least five years from the date from which the item is declared obsolete, should it ever happen during the life of the equipment.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

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 Organization /Place of registration

Registration No
5. A. PAN No. -----
B. DVAT No. -----
C. Service T 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 organization: (Pl attach power of attorney in favor of authorized representative duly signed by authorized signatory)

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. :

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DETAILS OF ANNUAL TURNOVER**A. FINANCIAL DETAILS**

Financial Years	Gross Annual Turnover (In Lakhs)	Profit/Loss (In Lakhs)
2015-2016		
2014-2015		
2013-2014		

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

**DETAILS OF SUPPLY OF LAB ITEMS
(similar to the item mentioned in Annexure G)
IN THE LAST THREE YEARS**

S. No.	POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBERS	ORDER DATE	SCHEDULED INSTALLATION DATE	ACTUAL INSTALLATION DATE	REASONS FOR DELAY, IF, ANY

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DECLARATION FOR FAIR BUSINESS BY THE BIDDER

This is to certify that We, M/s _____ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understood that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be fortified and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/debarred by any of the Government/Public Sector Agency in last three years.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the "Un-priced bid (Part – I)"**.

Please tick the box and ensure compliance:

- 1 EMD
- 2 Bid Forwarding Letter
- 3 Power of Attorney in favor of the person
 who has signed the bid on stamp paper of
 appropriate value.
- 4 Partnership Deed in case of partnership firm and
 Article of Association in case of limited company.
- 5 Compliance to Bid Requirement
- 6 Declaration by the bidder
- 7 All pages of the bid have been page numbered in sequential manner.
- 8 Annexure(s) – A, A1, A2, A3 to E
- 9 Valid, PAN, DVAT, Service Tax, Excise Registration

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

**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 ----- (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 Contractor(s) and accordingly discharges this guarantee.
5. We, -----(indicate the name of the Bank) further agree with the University 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 this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the University. 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.

Dated the ----- day of -----

for ----- (indicate the name of the Bank)

SECTION V

Annexure-G

TECHNICAL SPECIFICATIONS

S.No.	Specification/ Description	Qty.	EMD Amount In Rs.
1	<p>Thermal cycler (gradient):</p> <ol style="list-style-type: none">1. Block format must include 96 x 0.2 ml tubes/strips/plates (all three) Optional user-interchangeable blocks of 48/60/384 for tubes/strips/plates2. Blocks must support plasticware & reagents from most common brands3. Maximum Block Ramp Rate should be not less than 3 °C/sec4. Block Temperature Range should at least cover +4 °C to +99 °C5. Temperature Accuracy should be equal to or less than ± 0.25°C6. Temperature Uniformity should be less than ±0.5°C well-to-well7. Gradient Temperature Range should at least cover 35° C to 75° C with minimum possible gradient value (° C) or step size between columns8. Volume range should at least cover 10-80 µl9. Memory Capacity for at least 90 protocols10. USB interface for data transfer preferred11. Touch Screen Display of at least of 5 inch)12. Power off auto restart preferred13. Minimal footprint14. Comprehensive Unconditional on-site Warranty of at least 5 yrs15. Latest CMC rates must be included in the price bid post-warranty16. Power cables with 220-250 V plugs must be included17. Willingness to buy-back non-functional Techne TC5000-gradient thermal cycler and to offer a buy-back value	1	7,500

SECTION VI

Annexure-H

FINANCIAL BID

SUPPLY AND INSTALLATION OF LAB EQUIPMENT FOR USBT

S. No.	Description	Qty.	Equipment Unit cost as per tender specifications (specify currency ^a)	Packing/ Forwarding/ Freight, Insurance, any other Charges (Specify)	Buyback offer for exchange of Techne TC5000	Turnkey cost for 1 unit (4+5-6 in forex ^a & INR with exchange value ^b)	Duties /Taxes if any (in INR for I unit)	Total amount in INR (7+8)
1	2	3	4	5	6	7	8	9
1	Thermal cyler with 5 year comprehensive warranty ^c (specifications as per Annexure-G)	01						
	Spares*		Current price list attached					
	5-year CMC with part numbers and loan replacement during downtime		Current rates attached					

Note:-

- a. The rates of indigenous goods or already imported goods must be quoted in INR only.
- b. The forex “Reference Rate” of RBI on the date of issuing the tender notice online may be used to calculate the exchange value in INR for goods quoted in foreign currency (for comparison only).
- c. Comprehensive on-site warranty for a period of 60 months or higher as given by the manufacturer, from the last date of completion/ installation for all the items supplied as certified by the University. The warranty shall be one year in case of UPS, IT peripherals and consumables, unless otherwise specified by the manufacturer for items with short life. 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 service call/email/ letter shall not exceed 05 working days. The maximum period for repair and complete restoration during the warranty period shall be 30 calendar days from the date of service call/email. If the repair of an equipment takes beyond 15 calendar days, the supplier will be required to arrange for an immediate replacement with a working equipment at his own cost. The total downtime of the equipment shall not exceed 30 calendar days under any circumstances. In case the rectification of defects and complete restoration or replacement is not carried out within 30 calendar days, a penalty of sum equivalent to 3% per week of the delivered price of that defective item(s) shall be levied till the performance guarantee is exhausted

(SEAL, SIGNATURE & NAME OF THE BIDDER)