



Jiwaji University, Gwalior

Tender Notice No. Ref. No.

Dated:29 /01/2016

JU/CIF/Tender E2/2015-16

TENDER DOCUMENT

Sealed tenders are invited in prescribed form, from manufacturers or their Authorized Representatives, for the supply of the following items:

- 1. Spectroflurometer**
- 2. Electroporation system**
- 3. DNA Sequencer**
- 4. Particle Size Analyzer**
- 5. Benchtop Powder XRD Diffractometer**

The tender document can be downloaded from the website www.jiwaji.edu. The completed Tenders should reach the office of the Registrar, Jiwaji University, Gwalior by 26.02.2016

REGISTRAR

TENDER FOR

PROCUREMENT OF

SCIENTIFIC EQUIPMENT

FOR

CENTRAL INSTRUMENTATION FACILITY

JIWAJI UNIVERSITY , GWALIOR.

REGISTRAR

JIWAJI UNIVERSITY

GWALIOR -474011 (M.P.)

Ref. No. JU/CIF/Tender E2/2015-16

NOTICE INVITING TENDER DETAILS

S.No.	Description	
1.	Department name	Central Instrumentation Facility , Jiwaji University Gwalior -474011 (M.P.)
2.	Tender Number	JU/CIF/Tender E2/2015-16
3.	Tender Subject	Supply, Installation & commissioning of Scientific Equipments.
4.	Period of Contract	One Year
5.	Form of contract	Schedule Wise
6.	Tender type	Open
7.	Tender category	Products (both hardware and software)
8.	EMD/Bid Security (INR) (Enclose in separate cover)	Spectroflurometer – 50000.00 Electroporation system – 25000.00 DNA Sequencer – 250000.00 Particle size analyzer - 75000.0 Benchtop PXRD – 100000.00
9.	EMD/Bid security Payable to	Registrar, Jiwaji University, Gwalior -474011 (M.P.)
10.	Non-refundable Tender fee	Rs.1000/- (to be enclosed in separate cover)
11.	Tender fee	The DD should be drawn in the favor of the Registrar Jiwaji University, Gwalior. The Application can be downloaded from the website www.jiwaji.edu .The DD of tender fee can be submitted along with the tender bids. Note. : Please do not enclose the DD inside the bid. It should be in a separate envelope. Application fee is non transferable.

12.	Downloading of Tender Documents	www.jiwaji.edu
13.	Bid Submission Closing Date	26/02/2016 time: 5.30 PM
14.	Submission of Tender	Speed Post / Reg. Post / Drop box at University Store section, For postal delay, University cannot be held responsible.
15.	Technical Specification Bid Opening Date	01/03/2016
16.	Price Bid Opening Date	04/03/2016
17.	Place of Tender Opening	In the office of Registrar / meeting Hall of Jiwaji University. Gwalior
18.	Officer Inviting Bids/Contact Person	Registrar, Jiwaji University Gwalior - 474 011, (M.P.)
19.	Eligibility Criterion	As per the tender document (Annexure -02)
20.	Procedure For Bid Submission	<p>Tenders shall be submitted through Speed post / Reg. Post / Drop box located at Jiwaji University Store.</p> <p>The tenderer can download the tender document from the website. www.jiwaji.edu</p> <p>The tenderers who are desirous of participating shall submit their technical bids price bids as per the standard formats Annexure -11 and Annexure -12 available in the Tender document.</p> <p>The tenderer should submit the following documents to the Registrar, Jiwaji University Gwalior -474011, M.P.</p> <p>DD/Pay order drawn in favor of Registrar,</p>

		<p>Jiwaji University Gwalior -474011, M.P.</p> <p>For the amount Rs.1,000/- towards Tender fee.</p> <p>DD/Pay order/FDR drawn in favour of Registrar, Jiwaji University Gwalior -474011, M.P.</p> <p>Technical Bid (Annexure-11) along with supporting documents.</p> <p>Commercial Bid (Annexure-12)</p> <p>All the supporting documents as mentioned in the eligibility criteria (All the points).</p> <p>Documents in support of Technical Specifications along with make and models of all the items as per the list mentioned in Annexure -05 duly mentioning the make.</p> <p>Supporting documents of standard certifications.</p> <p>Annexure-02 of tender document duly signed with office seal as a token of acceptance of our standard terms and conditions Latest Income tax clearance certificate.</p> <p>List of customers, to whom the bidder had supplied identical materials in the past along with P.O. details and performance report. Annexure -08 of bidding document. The Registrar, Jiwaji University Gwalior will not</p>
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		hold any risk and Responsibility for non-visibility of the scanned document or the loss in transit.
21.	General Terms and Conditions	As per tender document

Signature of the Bidder with seal

Contents of the Tender Document

1. Schedule of Quantity	Annexure-01
2. Eligibility Criteria & Special terms and conditions	Annexure-02
3. Lost of Documents to be enclosed	Annexure-03
4. List of Addresses	Annexure-04
5. Technical Specifications	Annexure-05
6. Instructions to Bidders	Annexure-06
7. General Purchase Conditions	Annexure-07
8. Statement of Deviations	Annexure-08
9. Guidelines for Submission of Bank Guarantee	Annexure-09
10. Performa for Performance Bank Guarantee	Annexure-10
11. Technical Bid Form	Annexure-11
12. Commercial Bid form	Annexure-12

Signature of the Bidder with seal

Annexure – 01

Schedule of Quantity

Supply, Installation and Commissioning of Scientific Equipments at Central Equipment Facility.

Sl.No.	Description of Work	Quantity
	Supply, Installation and Commissioning of ;	
1.	Spectroflurometer	01
2.	Electroporation system	01
3.	DNA Sequencer	01
4.	Particle Size Analyser	01
5.	Benchtop P-XRD	01

Signature of the Bidder with seal

Annexure -02

ELIGIBILITY CRITERIA AND SPECIAL TERMS AND CONDITIONS

A. ELIGIBILITY CRITERIA FOR TENDERERS:

- The Company/ the tenderer should be in existence for the last 5 years
- The Company or tenderer should have at least one service Centre in India.
- The tenderer should be a Manufacturer or the authorized representative of equipment manufacturer or other respective products/ items.

B. SPECIAL TERMS AND CONDITIONS :

- 1. Delivery Period:** The delivery should be made within 60 days from the date of receipt of purchase order by the tenderer.
- 2. Warranty:** All items supplied by the tenderer shall be guaranteed against any defect and the tenderer should provide time-to-time operational maintenance support for a period of 1 years (One year standard warranty and 2 year additional warranty) with 5 year Annual Maintenance Contract .The said warranty should cover all Hardware products & Software. The warranty and service shall be provided directly from the manufacturer/service centre in India. Necessary guarantee certificate shall accompany the supplier. The tenderer shall be

- liable to rectify any defects that may be found in the equipment supplied free of cost.
- 3. Installation:** The installation should be done at the Central Instrumentation Facility (CIF) as mentioned in the Annexure – 04 enclosed, at no extra cost.
 - 4. Response Time:** The response time of the tenderer to attend to any complaint open receipt of the complaint/information from the user should not be more than 48 hours.
 - 5.** Advance payment either direct or through bank will not be accepted in any case. As per rule, full payment will be made after receipt of material, inspection thereof and after satisfactory installation and working of the entire equipment. In case of imported equipment Site draft option / LC is acceptable.
 - 6.** This institution is exempted from payment of Central Excise duty in terms of Govt. Notification No. 1097-Central Excise dated 01.03.1997. Necessary copy to be provided by the University.
 - 7.** For imported equipments: The institution is registered with Department of Science and Industrial Research (DSIR) Govt. of India vide Government Notification No. TU/V/RG-CDE(56)/2009, dated 26.11.2009 is exempted from payment of custom duty.
 - 8.** Necessary certificate copy shall be provided by the University. The bidder shall be responsible for getting the consignment cleared and deliver the goods. The expenses on it and concessional duties, if any should be included in the cost of the equipment.
 - 9.** The tenderer should avoid the use of vague terms such as “extra as applicable”. Such tenders will be rejected.

- 10.** Printed conditions on the back of the offer submitted will not be binding unless separately mentioned.

- 11.** Quotations for the accessories to be considered together as one unit and thus total price shall be treated as your bid for the tender. Optional items may be quoted separately. Where the equipment offered is controlled by a preloaded personal computer and it is possible to use an indigenous PC, the same should be quoted instead of an imported PC. The same would apply to a printer or any compiled other accessory or subsystem.

TENDERER

SEAL

Annexure-3

Documents to be enclosed

The following documents should be submitted along with the bidding form otherwise the tenders are liable to be disqualified.

1. All the Supporting documents in respect of Eligibility criteria i.e.

. Registration / Incorporation Certificate in support of the existence of the company for required number of years as per the tender schedule eligibility criteria.

List mentioning the addresses and contact persons with phone numbers of the service centres present in India.

. Supporting Documents indicating that the tenderer is the Manufacture or the OEM/ Authorized representative of the corresponding items/products.

. IT returns for the last three years F.Y.2012-13, 2013-14 & 2014-15

2. Annexure-02 duly signed & office Seal affixed as a token of acceptance of Special Terms and Conditions.

3. Documents in supports of Technical Specifications for the scientific equipments as mentioned in Annexure-05 clearly mentioning the make and model.

4. The list of customers, to whom the bidder had supplied identical material in the past.

5. Annexure-08.

Note:

1. The Registrar Jiwaji University, Gwalior will not hold any risk and responsibility for non-visibility of scanned document or non receipt of hardcopies or loss in transit.
2. The Documents that are received in time will only be considered for Technical Bid Evaluation.
3. The tenderer will be disqualified at any stage of the tender process, if found to have mislead or furnished false information in the forms/Statement/Certificate submitted in proof of 1 to 5 above.
4. The Registrar, Jiwaji University, Gwalior does not bind himself to accept the lowest or any tender and he reserve the right to reject any offer without assigning any reason.

Signature of the Bidder with seal

Annexure - 04

Address where the equipment to be installed

Central Instrumentation Facility (CIF)

Jiwaji University

Gwalior -474011 (M.P.)

Annexure – 05

Technical specifications

SPECIFICATIONS

SPECTROFLUOROMETER

High end PC Based Fluorescence Spectrophotometer required from Routine Analysis to Research, Employing the Highest Level of Sensitivity manufactured by an ISO 9001 certified company, working on 32 bit software with following features :-

HARDWARE SPECIFICATIONS

- | | |
|-----------------------------|--|
| 1. Light source | High Power Xenon lamp |
| 2. Monochromator | Holographic grating |
| 2.1 Wavelength range | 200 – 900 nm as standard |
| 2.2 Slit width | Variable from 2.5 to 15 nm in minimum 5 steps (excitation and emission sides) |
| 2.3 Wavelength accuracy | ± 1.5 nm or less |
| 2.4 Wavelength scan speed | 1500 nm/min or better |
| 2.5 S/N ratio | 150 or better at Raman peak of distilled water |
| 3. Detector | Photomultiplier tube |

SOFTWARE:

- Excitation, emission & synchronous measurement of wavelength, time measurement, excitation and emission wavelength search.
- Arithmetic data processing for spectra, area, logarithmic, average calculation, maintenance & filing functions.

OPTIONAL ACCESSORIES:

- 1. Solid / Powder Sample Holder** for fluorescence analysis of a solid sample
- 2. Liquid Sample Cell**
- 3. Desktop PC & laser-jet Printer**
- 4. 1 KVA Online UPS**

WARRANTY:

Instrument should be offered with 1 year On-site warranty

Signature of the Bidder with seal

ELECTROPORATION SYSTEM

- Highly versatile Electroporator which can be used for mammalian cells, *in vivo*, *ex vivo* tissue, zebra fish tissue and embryos, nuclear transfer, embryo manipulation, plant protoplast and basic bacteria and yeast transformations.
- Voltage Range of 5-3000 Volt with built in dual mode with high and low voltage range of 5-500Volt with of 1 volt in low voltage range and 505-3000 with resolution of 5V in high voltage range.
- Multiple pulsing: 1-99 , Pulse interval 100 msec – 10 sec
- Pulse length of 10 μ s -999 μ s with resolution of 1 μ s, 1msec -999 msec with resolution of 1 msec and 1 sec -10sec with resolution of 0.1sec in low voltage range and 10 μ s-600 μ s with resolution of 1 μ s in high voltage mode.
- Generator should be short circuit & Arc proof
- Display: 2 x 4 character LCD
- Controls single rotary encoder with push button toggle between all set parameters
- Monitoring and display the set voltage & pulse length and also generator should display the actual voltage & pulse length after the pulse delivery
- Safety stand with facility to adjust the gap and should be capable of holding 2 cuvettes at once
- Sterile Transfer pipette included with every cuvette package allowing quick and easy removal of each sample
- Three cuvette sizes, 1mm, 2mm & 4mm, to suit all applications

- Should be able to use in combination with a wide array of speciality electrodes i.e Caliper Electrodes for In Vivo Muscle Gene/Transdermal Drug Delivery applications, Tweezertrodes, Petridish Electrodes, 2-Needle Array Electrodes, Flat electrodes etc. for different applications. These should be quoted in optional.
- System should have the capability to add on monitoring system to monitor all the key electroporation parameters like wave form, peak amplitude, field strength, pulse lengths, pulse intervals, AC duration etc., This monitoring / validation system should be quoted in the optional
- Also, multiwell systems should be quoted in the optional to enable us to process multiple samples in seconds like 25 well plate or 96 well plate

Signature of the Bidder with seal

Automated DNA Sequencer

1. Fully automated capillary, fluorescence-based DNA Sequencer.
2. Only licensed version of the system to be quoted along with user license to perform the sequencing by Synthesis procedure (Sanger).
3. Number of capillaries: 24 Capillaries operating in parallel to meet throughput. Employ uncoated capillary arrays that use bare silica capillaries with a useful life that exceeds 160 runs.
4. Application: Should be able to perform de novo sequencing of genome, re-sequencing, EST analysis, SAGE analysis, gene regulation studies, microbial diversity analysis, epigenetic change analysis etc.
5. Excitation source: Single line 505 nm solid state long life laser utilizing a standard power supply and without heat removal ducting.
6. Dye detection: Cooled CCD detection technology and a spectrograph for color separation. System must be able to detect and analyze 6 fluorescent dyes simultaneously for DNA fragment analysis.
7. Capillary illumination: Simultaneous dual-side illumination detection system to maximize signal uniformity and sensitivity that in turn reduces the requirements placed on the user for sample preparation and cleanup.
8. Tracking of consumable: Radio-Frequency identification technology to tracks key consumables data.
9. Heating/cooling: Active temperature cooling/heating that can maintain temperatures from 18°C to 70°C.
10. Sequencing throughput :> 830 samples/day having \geq 500bp read length with QV20,
11. Electrophoresis Voltage: Up to 20 kV.
12. should provide suitable data analysis system along with system.

13. Software: The vendor must supply softwares that are optimized for the instrument in the area of denovo, Re-sequencing, Long Read Sequencing, and comparative sequencing, Fragment analysis applications like SSR, ISSR, AFLP Plant & Microbial Finger printing, Microsatellite, Long Sizing, SNP Validation and screening, Linkage analysis.

14. Real time analysis: System software should allow real-time data quality evaluation providing Immediate access to base-called or size called data to make decision about the quality of data as it is Generated.

15. Consumables: Applications-specific kits and sequencing reagents required to perform the sequencing by sanger should be manufactured and available from the same supplier.

Should be open system to accommodate primers from third party as well.

16. Free of cost system installation and operator training performed by a vendor service engineer.

17. The Vendor should have a good service and application support back up along with instruments to provide an effective application related troubleshooting and support .The vendor should provide Application Training on the operation of the instrument, chemistry options and software in there regional lab.

18. Vendor should have at least 100 installations (includes all the available models) in India.

19. Suitable UPS for running the system.

20. Electrical requirement: 220 volt, 50 Hz.

21. Warranty: one year.

Signature of the Bidder with seal

SPECIFICATIONS

PARTICLE SIZE ANALYZER

High-end advanced PC based system Particle Size Analyzer system with windows based software for operation on 220V / 50Hz.

1. Measurement Method: Laser Diffraction Method
2. Continuous measurement function: 1 minute interval
3. Measurement range: 20 nm to 2500 μm
4. Light Source: Red Semiconductor laser (600 nm or more wavelength) or collimated laser
5. Measurement mode: Liquid mode
6. Sampler dispersion bath volume: 100 to 250 cm^3
7. Sampler with Sonicator & circulator
8. Sonicator frequency: 32 kHz with output 40 W
9. Circulation pump flow rate: 2000 cm^3/min
10. Pump material: SS & Teflon
11. Feed pump flow rate: 750 cm^3/min
12. Flow Cell: Quartz glass
13. Software with real time simultaneous display of Particle size & light intensity distribution
14. Software with Batch recalculation of 100 distributions
15. Software with display overlay of 100 distributions of Particle Size & Light Intensity data

16. Software with data analysis function with Scattering angle evaluation, Data emulation, Mixture data simulation, Data connection, Continuous measurement
17. Software with Automatic refractive index calculation function
18. Instrument to be supplied with reference material for calibration
19. Instrument to be supplied with suitable & compatible PC, Printer & 2 KVA Online UPS
20. **Warranty 1 year** from the date of installation

Signature of the Bidder with seal

Bench top Powder X-Ray Diffractometer

1.	X-ray Generator	Max. continuous rated output: 600W or more Voltage: 20- 40 KV with increment of 1kv Current: 2 – 15mA with increment of 1mA HT Stability better than +/-0.01% for Mains stability +/- 10 %. Necessary software and hardware for diagnostics capable of checking the equipment parameters/ calibration etc.
2	X-ray tube	Standard Cu target
3	Goniometer	High Precision, vertical type Goniometer with theta two theta Geometry Range: -3 to +145 ^o Radius: 150mm Scanning Speed: 0.01 ~ 100 degree/min Max Scanning speed: 500deg/min Sollar slit(Incident & receiving): 2.5 deg Incident fixed slit(DS): 0.625 deg, 1.25deg, none/continuous mode Incident height limiting slit(DHL): Open (10mm) Anti scattering slit(SS): 1.25deg Receiving slit (RS): 0.3 mm
4	Detector	Silicon Strip Detector
5	Samples holder	Aluminum – qty -10, Glass (0.2mm) – qty – 10, Glass(0.5mm)-qty -10
6	Software	Software should have a provision for the following: <ul style="list-style-type: none"> • All active operations should be controllable through the software • Simultaneous data collection and data processing facility • Facilities for peak search, peak match, and pattern treatment such as data smoothing, background subtraction, 2θ correction, 3D multiple pattern display, Kα₂ calculation and removal, integrated intensity calculation, relative intensity ratio (RIR) quantitative analysis and crystallite size.
		Hybrid search / match algorithms which combines the features of peak based and profile based phase identification techniques. It offers improves qualitative analysis performance which makes identification of crystalline phase with preferred orientation or a complex lattice deformation. Rietveld software

6.	Computer systems	Latest PC, Laser Colour printer, necessary software for operation and data acquisition, analysis
7.	External Chiller	Suitable compact for smooth running of XRD
8.	UPS	Online 5KVA with 30 mts. backup.
9.	Installation and commissioning	The instrument to be installed tested and commissioned by representative of supplier at our premises to the satisfaction of user free of cost.
10.	Training	The supplier should provide the training on site free of cost.
11.	Safety	The system should be housed in a high safety standard radiation enclosure as per international norms.
12.	Vendors should have supplied at least 5 nos. of BechTop XRD to reputed institutes in last two years. List of users alongwith contact no. should be enclosed.	

Signature of the Bidder with seal

ANNEXURE – 06

'INSTRUCTIONS TO BIDDERS'

Downloading of Tender Documents : 26/02/2016_____ (05:00 PM)

Bid Submission Closing Date : 26/02/2016_____ (05:30 PM)

Submission of EMD, Tender Fee; other: 26/02/2016_____ (05:30 PM)

Document etc :

Due Date of Opening of Technical Bids : 01/03/2016___ (03:00 PM)

Due Date of Opening of Price Bids : 04/03/2016_ (12:00 noon)

The Instructions given below must be read very carefully, as failure in compliance with any of these may render the offer liable for rejection. If a bidder has any doubt about the meaning of any stipulation herein, General Purchase Condition, specification of *materials or any other enclosed* document, he should immediately obtain the clarification/information in writing.

1. Earnest money Deposit (EMD)

1/1. Offers must accompany EMD by way of DD/Pay order/FDR drawn-in favour of “Registrar Jiwaji University, Gwalior”, and payable at any of the scheduled bank branches situated in Gwalior. Submission of EMD in any other form shall not be considered and treated as disqualification. The EMD should be kept separately in a sealed cover duly superscribing ‘EMD’.

1/2. The EMD shall be forfeited, if:

- i) Bidder withdraws the bid before expiry of its validity.
- ii) Successful bidder does not accept the order or fails to enter into a contract within validity period of offer.
- iii) Successful bidder fails to furnish Security Deposit within one month of intimation/ date of issue of Purchase Order.

1/3. The EMD of unsuccessful bidders shall be returned as soon as the tenders are finalized.

2. Acceptance of University Payment Terms

The Standard Payment terms shall be –

100% of all inclusive price of the materials will be paid on receipt and acceptance of the material in good condition, installation and commissioning of the equipment supplied at site (LC will be opened in case of imported equipments if quoted in foreign exchange) and after furnishing of Bank Guarantee / FDR for 10% of the contract covering the guarantee period subject to penal provisions applicable in case of delay in supply and commissioning as per the condition 2.4 of Annexure – 07.

3. **Price Basis** :

The prices quoted shall be on FOR destination basis as per annexure-04 and also shall include :

- (a) Transit Insurance :
- (b) All Taxes, Duties and Levies.

4. **Cost compensation for Deviation** :

Deviations specifically declared by the bidders in respective Deviation Schedules of Bid Proposal Sheets only will be taken into account for the purpose of evaluation . The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation Schedules.

Offers should strictly be in conformity with specifications / drawings/samples as stipulated in the enquiry. In case no deviations are indicated, it shall be taken for granted that item(s) has/have been offered strictly as per the requirements given in the enquiry.

5.0 **Delivery** :

5.1 Delivery Schedule :

The Supply, Installation, and Commissioning of the material: The bidder shall offer his best, realistic and firm delivery, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of P.O. which is the first intimation of acceptance of bidder's offer. Final date of delivery shall be evidenced by date of dispatch of materials as per transporter's Lorry Receipt/Goods Receipt/RR/PWB/AWB. For delivery beyond

contractual delivery period, provisions of 'General Purchase, conditions' shall apply.

5.2 **Early Delivery** :

It shall be noted that if an order is placed on higher bidder, in preference to lowest acceptable offer, in consideration of an earlier delivery, the bidder shall be liable to the University, the difference between the ordered rate(s) and the rate(s) quoted by the lowest acceptable bid in case the tenderer fails to complete the supply in terms of such order within the date(s) of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights of the University under terms of order.

6. It is not binding on University to accept the lowest or any bid. The University reserves the right to place orders for individual items with different bidders and to revise the quantities at the time of placing the order and in such event also, the quoted rates, terms and conditions shall apply. The order for the materials may also be split up between different bidders to facilitate quick delivery of critically required materials. University further reserves the right to accept or reject any/all bids without assigning any reason thereof. Final decision on bids also depends on the components/accessories/additional features offered.
7. The University at its sole discretion unilaterally may change the quantities to the extent of $\pm 30\%$ as indicated in tender enquiry. The successful bidder shall be bound to supply these quantities at the same rate and on the same terms and conditions.

8. Tenderers shall fill in the enclosed performa with regard to deviations /variations (Annexure -08) and submit the same along with their offer.
9. Orders placed against this tender enquiry shall be subject to 'General Purchase Conditions of University, copy of which is enclosed .Bidders are requested to confirm acceptance of these conditions into in their offer.
10. Make/Brand of items offered shall be specified failing which offers are liable to be rejected. It shall be appreciated if one copy of detailed descriptive literature/ pamphlets is enclosed along with the offer which may help technical evaluation . In a case material offered is ISI Marked /tested at any Govt. Recognized test house; copies of relevant certificates shall be furnished along with the offer.

ANNEXURE -07

GENERAL PURCHASE CONDITIONS

SECTION –I

GENERAL

1.1 The following terms and expressions used herein shall have the meaning as indicated therein Supplier / Vendors; shall mean the individual firm or company whether incorporated or otherwise in whose name the purchase order is addressed and shall include its permitted assignees and successors. Purchaser shall mean Registrar Jiwaji University, Gwalior – 474011.

1.2 **Reference :**

The purchase order number must appear on all the correspondence, packing slips, invoices, drawing or any other document or paper connected with the purchase order:

1.3 **Waiver :**

Any waiver by the purchaser of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.

1.4 **Sub-letting and Assignment :**

The supplier shall not, save with prior consent in writing of the University/ sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage, thereof in any manner, whatsoever provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

1.5 **Information provided by the University :**

All drawings, data and documentation that are given to the supplier by the University for the Execution of the order are the property of the University and shall be returned when demanded. Except for the purpose of executing the order of the University, the supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the University is not disclosed to any person, firm body, corporate and/or authority and make every effort to keep the above information strictly confidential. All such information shall remain the absolute property of the University.

1.6 **Supplier Liability :**

Supplier hereby accepts full responsibility and indemnifies the University and shall hold the University harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The supplier also agrees to defend and hereby undertakes to indemnify the University and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to his/her employees and for damage to the property arising out of or in connection with the performance of the work under the purchase order.

1.7 **Access to supplier's premises :**

The University and/or its authorized representative shall be provided access to the supplier's and/or his sub-contractor's premises, at any time during the pendency of the purchase order, for expediting the supplies, inspection, checking etc.

1.8 Modifications :

The purchase order constitutes an entire agreement between the parties hereto. Any modification to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

1.9 Inspection/Checking/Testing :

All materials/ equipment to be supplied against this purchase order shall be subject to inspection/ checking /testing by the University or its authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of authorize representative of the University. Supplier shall notify the University for inspection of materials/equipment when they are ready, giving at least 10 days notice. If upon receipt at our Stores, the material/equipment does not meet the specifications, they shall be rejected and returned to the supplier for repair/modification etc. or for replacement. In such cases all expenses including to-and- fro freight, re-packing charges, transit insurance etc shall be to the account of supplier.

Inspection by the authorized representative of the University or failure of the University to inspect the material/equipment shall not relieve the supplier of any responsibility or liability under this purchase order in respect of such material/ equipment and it shall not be interpreted in any way to imply acceptance thereof by the University. Whenever specifically asked for by the University, the supplier shall arrange for inspection/ testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate, RITES. In such cases supplier shall adhere to the inspection/ testing procedures laid down by such

agencies. All expenses in this regard including inspection fees shall be to the suppliers account unless agreed to the contrary and specified in the purchase order.

1.10 **Packing and Marking :**

All materials/equipment shall be securely packed to the requirements of transportation by Air/Rail/Road/Sea. All exposed services/ connections/, protrusions shall be properly protected. All unexposed part shall be packed with due care and the packages should bear the words 'handle with care'. The packing requirements of Air/Rail/Road transport shall be complied with so as to obtain clear Airway/Railway Receipt/Lorry Receipt i.e. without any qualifying remarks.

All packages and unpacked materials shall be marked with the name of Consignor, Consignee, purchase order No., gross and Net weight, sign of handling, if any, with indelible paint in English at least at two places. In case of bundles, metallic plates marked with the above details shall be tagged to such bundles.

1.11 **Dispatch of Materials:**

The supplier is responsible for the safe delivery of the goods in good condition at destination stores. The supplier should acquaint himself of the conditions relating to handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.

1.12 **Validity of offers:**

The offers shall be valid for a period of 120 days (Depending on the type of equipment) from the date of opening of bids. The period of validity cannot be counted from any other date other than the date of opening

the bids. During this period the tenderer shall not be permitted to withdraw or vary his offer made and if the tenderer does so, the EMD shall be forfeited.

1.13 **Jurisdiction:**

All and any disputes or difference arising out of or touching this order shall be decided only by the Courts or Tribunals situated in Gwalior.

1.14 The Registrar, Jiwaji University, Gwalior does not bind himself to accept the lowest or any tender and he reserves the right to reject any offer without assigning any reason.

Signature of the Bidder with seal

SECTION-II FINANCIAL

2.1 **Prices:**

Prices quoted shall be inclusive of all taxes and firm till completion of the programme.

2.2 **Terms of payment:**

2.2.1. Payments by the purchaser shall be made through Account payee cheques only. **Bank charges if any shall be borne by the supplier. In case of imported equipments LC will be opened.**

2.2.2 If the supplier has received any overpayments by mistake or if any amounts are due to the University from the supplier due to any other reasons and when it is not possible to recover such amount under the present purchase order, the University reserves the right to collect the same from any other amounts and/ or Bank Guarantee given by the supplier due to or with the University.

2.3 **Liquidated Damages/ Failure and Termination:**

2.3.1 In the event of any delay in the supply of material beyond the stipulated date of completion including any extension permitted in writing, the University reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials/ equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.

2.3.2 Alternatively, the University reserves the right to give the contract elsewhere at the sole risk and cost of the supplier and recover all such extra

cost incurred by the University in procuring the materials from the other source.

2.3.3 Alternatively University may cancel the Purchase Order completely or partly without prejudice to its right under the alternatives mentioned above.

2.3.4 In case of recourse to alternative 2.3.2 and 2.3.3. above, the University shall have the right to repurchase the materials which is readily available in the market to meet the urgency requirements caused by supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the material/ equipment is similar or not.

2.4 **Delivery Schedule:**

Time is essence of this order and no delay shall be allowed in the delivery time/ delivery schedule mentioned in the purchase order.

2.5 **Performance Bank Guarantee:**

The supplier shall ensure that all materials/equipment under this purchase order shall conform to University's requirements and specifications. An additional security in the form of Performance Bank Guarantee / FDR is essential for satisfactory performance of the equipment over a period of time. In view of this, the supplier shall be required to furnish a Bank Guarantee / FDR (10% of order value) as follows against any manufacturing defects/ poor workmanship/poor performance. In case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost. BG / FDR shall be from any Scheduled Bank or any other bank as approved by University from time to time in the prescribed performance.

- a. Bank Guarantee / FDR for 10% of the order value with validity up to warranty period from the date of installation of equipment.

The University shall at its discretion have recourse to the said bank guarantee / FDR for recovery of any or all amount due from, the supplier in

connection with the purchase order including of guarantee obligations. Checking/approval of supplier's drawings, inspection and acceptance of materials/equipment furnishing to effect shipment and/or work done by erection, installation and commissioning of the equipment by University or any other agency on behalf of the University shall not in way relieve the supplier from the responsibility for proper performance during the guarantee period.

2.6 **Insurance:**

Supplier shall arrange suitable insurance cover at his risk and cost.

2.7 **Removal of rejected goods and Replacement:**

- a) If upon delivery, the material/equipment is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier, or otherwise, such material/equipment will be rejected by the University or his authorized representative. A notice to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.
- b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of notice failing which, the goods shall be dispatched to, vendor by road transport on 'Freight to pay basis at supplier's risk and cost.
- c) External damages or shortages that are prima-facie as a result of rough handling in transit or due to defective packing shall be intimated to the supplier within, a period of one month of the receipt of

the materials, spares etc. In case of Internal defects, damages of shortages of any internal part, which cannot ordinarily be detected on a superficial visual examination, due to bad handling in transit of defective packing or any other reason, it should be intimated to the supplier within 3 months from the date of receipt of the material. In either case the damaged or defective material should be replaced by the supplier free of costs.

d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the University may deem proper to afford, the University may without prejudice to its other rights and remedies arrange for repairs/rectification of the defective materials or replace them entirely and recover the expenditure incurred on account of these actions from the deposits such as EMD,SD and performance guarantees or other monies available with the University or by resorting to legal action.

2.8 **Force Majeure** :-

2.8.1 The supplier shall not be liable for delay or failing to supply the material for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural Calamities, fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force Majeure.

2.8.2 The Supplier shall within 10 days from the beginning of such delay notify the University in writing the cause of delay. The University shall verify the facts and grant such extension of time as facts justify.

2.8.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.

2.8.4 At the option; of University, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the University. In the event of such cancellation, supplier shall refund any amount advanced or paid to him by the University and deliver back any materials issued to him by the University and release facilities, if any, provided by the University.

Signature of the Bidder with seal

ANNEXURE -08

DEVIATIONS

Bidder's Name and Address : _____

–

To

The Registrar,

Jiwaji University

GWALIOR – 474011 (M.P.)

Dear Sir,

Sub :- Suplpy of _____ against
enquiry No. _____ Dated _____.

We confirm that following are the only deviations and variations, from any exception to specifications and tender documents for the above mentioned subject supplies against enquiry offer. These deviations and variations are exhaustive. Except for these deviations, the entire supplies shall be executed as per specifications and tender documents. Further, we agree those additional conditions, if any, found in our offer other than those stated below, save that pertaining to any rebates offered shall not be given effect to.

Sl.No.	Description of Deviation Conditions of	Ref. of Page, Clause	*Monetary, Implications of the bid-documents in case of withdrawal	
			Rs. (in figures)	Rs. (Inwords)

Note : Here the tenderer should indicate the amount of money, if any, which conditions/deviations and accepting the condition as stipulated in tender documents (Use additional Sheet of the same size and format if necessary).

Signature : _____

Designation : _____

Signature of the Bidder with seal

Guide-lines for Submission of Bank Guarantee towards Performance

Security

The Bank Guarantee shall fulfill the following conditions failing which it shall not be considered valid:

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
3. The contents of the Bank Guarantee shall be as per our perform (Annexure -10)
4. The Bank Guarantee should be executed by a scheduled bank or banks viz.

5. The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and Date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney.
6. All conditions, corrections, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. Two persons should sign as witnesses mentioning their full name and address.

Registrar,
Jiwaji University,
Gwalior -474011 M.P.

ANNEXURE -10

BANK GUARANTEE ROFORMA FOR PERFORMANCE SECURITY

This agreement has to be executed on a Non-Judicial Stamped Paper worth
Rs. 100/- (Rs. One Hundred)

Whereas the _____ here-in-after called (The Bidder) has submitted their bid dated _____ for the supply of _____ (Here-in-after called "the Bid") _____

KNOW ALL MEN by these presents that we _____ (Hereinafter called the Bank") are bound unto Registrar, Jiwaji University, Gwalior, M.P. Hereinafter called "the purchaser") in the sum of _____ for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the common Seal of the said Bank this _____ day of _____ 2016.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. When the successful tenderer does not accept the order after issue of preliminary acceptance letter/letter of indent/purchase order.
2. When the successful tenderer fails to furnish the security deposit within 30 days from the date of issue of preliminary acceptance letter or the letter of indent or purchase order _____.
3. When tenderer is disqualified for reasons outlined in _____.
4. When tenderer alters his prices or withdraws his offer during the validity period. We undertake to pay to the purchaser the above amount within one week upon receipt of its first written demand

without the purchaser having to substantiate his demand, without referring to the supplier and without questioning the right of University to make such demand or the propriety or legality of the demand provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to any of the occurrence of the above mentioned conditions, specifying the occurred condition or conditions.

Notwithstanding any thing contained in the foregoing our liability under this guarantee is restricted to _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Unless a claim within 3 months from that date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability thereafter.

We _____ Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of University in writing.

Date the _____ Day _____ 200 for _____ Bank Ltd.

Signature: Designation: Address: Seal:

ANNEXURE-11
TECHNICAL BID FORM

S.No.	Documents	Copy submitted or not (Yes/No)
1	The Company/the tenderer should be in existence for the last 5 years As per Annexure-02	
2	The tenderer should be a Manufacturer or the authorized representative of equipment or other respective products/items	
3	IT returns for the last three financial years.2013-14,2014-15,2015-16.	
4	Technical Specifications of Annexure- 05 (Complied or Not-Complied report) along with supporting documents of the items bided (items 1 to 9), for the scientific equipments clearly mentioning the make and model	
5	List mentioning the addresses and contact persons with phone numbers of the Service Centers	
6	The list of customers, to whom the bidder had supplied identical materials in the past	
7	Annexure-08	

Signature of the Bidder with seal

ANNEXURE-12
COMMERCIAL BID FORM

Sr. No.	Description of Work (Equipment names)	Quantity (No.)	Price in Rs./Foreign Exchange Equivalent (Inclusive of all Taxes)
1	Spectroflurometer	01	
2	Electroporation system	01	
3	DNA Sequencer	01	
4	Particle size analyzer	01	
5	Powder XPRD	01	

Signature of the Bidder with seal