

TENDER DOCUMENT
FOR
PROCUREMENT OF
SUPPLY,INSTALLATION AND COMMISSIONING OF
Water Cooler,RO System and Commercial Cooler
JIWAJI UNIVERSITY, GWALIOR



REGISTRAR
JIWAJI UNIVERSITY
GWALIOR - 474011 (M.P.)

जीवाजी विश्वविद्यालय, ग्वालियर

S.No./Store/2024/909

Date: 21/11/2024

प्रथम ऑनलाइन ई-निविदा आमंत्रण

जीवाजी विश्वविद्यालय, ग्वालियर के लिए अधिकृत विक्रेता अथवा निर्माता से www.mptenders.gov.in पर ऑनलाइन निविदा आमंत्रित की जाती है, जो कि www.mptenders.gov.in से डाउनलोड की जा सकती है, इसके अतिरिक्त विश्वविद्यालय की वेबसाइट www.jiwaji.edu पर भी देखी जा सकती है, विवरण निम्नानुसार है

निविदा प्रपत्र समस्त टर्म्स एंड कंडीशन्स एवं विवरण सहित www.mptenders.gov.in वेबसाइट पर नीचे दी गयी राशि ऑनलाइन टेण्डर फीस जमा करने पर डाउनलोड की जा सकती है।

S.No.	Teder ID/MP/JUG Tender No.	Description of work	Work	EMD	Cost of Tender(Non refundable)
1.	2024_JIWAJI_383756_1	SUPPLY,INSTALLATION AND COMMISSIONING OF Water Cooler,RO System and Commercial Cooler	01	1,20,000.00	2,500.00

- ऑनलाइन निविदा प्रपत्र क्रय करने की प्रारम्भिक दिनांक **25/11/2024** शाम 5:00 बजे है।
- ऑनलाइन निविदा प्रपत्र क्रय करने की अंतिम दिनांक **16/12/2024** शाम 5:00 बजे तक है।
- ऑनलाइन निविदा जमा करने का अंतिम दिनांक **16/12/2024** शाम 5:00 बजे तक है।
- निविदा प्रपत्र ऑनलाइन वेबसाइट <https://mptenders.gov.in/> पर जमा किए जाएंगे।
- निविदा शुल्क ऑनलाइन जमा करना अनिवार्य है।
- निविदाकर्तागण से अनुरोध है कि निविदा से संबंधित संशोधन,शुद्धि पत्र आदि वेबसाइट पर ही अपलोड किए जाएंगे, अतः वेबसाइट पर अध्ययन रहें।
- निविदा में दर्शाये दिनांक निविदा खोली जावेगी समय पर,निविदा खोलने के उपरांत तकनीकी निविदा में योग्य पाये गए निविदाकर्ताओं एवं वित्तीय निविदा की जानकारी वेबसाइट के माध्यम से बाद में सूचित की जावेगी।
- कुलसचिव, जीवाजी विश्वविद्यालय को बिना कोई कारण बताये निविदा स्वीकृत/अस्वीकृत का अधिकार होगा। करने


कुलसचिव

NOTICE INVITING TENDER DETAILS

S.No.	Description							
1.	Department name	Jiwaji University Gwalior -474011 (M.P.)						
2.	Tender Number	JU/COE /Tender/2024						
3.	Tender Subject	SUPPLY,INSTALLATION AND COMMISSIONING OF Water Cooler, RO System and Commercial Tent Cooler						
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)	<table border="1"><thead><tr><th>S.No.</th><th>Description of work</th><th>EMD</th></tr></thead><tbody><tr><td>01</td><td>SUPPLY,INSTALLATION AND COMMISSIONING OF Water Cooler,RO System and Commercial Cooler</td><td>1,20,000.00</td></tr></tbody></table>	S.No.	Description of work	EMD	01	SUPPLY,INSTALLATION AND COMMISSIONING OF Water Cooler,RO System and Commercial Cooler	1,20,000.00
S.No.	Description of work	EMD						
01	SUPPLY,INSTALLATION AND COMMISSIONING OF Water Cooler,RO System and Commercial Cooler	1,20,000.00						
9.	EMD/Bid security Payable to	Registrar ,Jiwaji University,Gwalior -474011 (M.P.) EMD has to be paid online through www.mptenders.gov.in						
10.	Tender fee (non refundable)	The tender fee to be submitted online through www.mptenders.gov.in paid in the favour of Registrar, Jiwaji University, Gwalior.						
11.	Downloading of Tender	www.mptenders.gov.in /www.jiwaji.edu						

	Documents	
12.	Tender Publish date	25/11/2024 at 05.00 PM
13.	Bid Documents download start Date	26/11/2024 at 05.00 PM
14.	Bid Submission Start date	26/11/2024 at 05.00 PM
15.	Bid Submission End date	16/12/2024 at 05.00 PM
16.	Submission of E-Bid	www.mptenders.gov.in For delay, University cannot be held responsible.
17.	Technical Specification Bid Opening Date	20.12.2024 (11:00 AM)
18.	Price Bid Opening	www.mptenders.gov.in
19.	Place of Technical Bid Opening	In the Administration Block of Jiwaji University. Gwalior
20.	Officer Inviting Bids/Contact Person	Registrar, Jiwaji University Gwalior - 474 011, (M.P.)
21.	Eligibility Criterion	As per the tender document (Annexure -02)
22.	Procedure For Bid Submission	e-BID has to be submitted through www.mptenders.gov.in . 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. Supporting documents of standard certifications. Annexure-02 of tender document duly signed with office seal as a token of acceptance of our standard terms and conditions

		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 has to be submitted to The Registrar, Jiwaji University Gwalior.Registrar will not hold any risk and Responsibility for non-visibility of the scanned document or the loss in transit.
23.	General Terms and Conditions	As per tender document

TENDER FEES (To be submitted online)

S.No.	Description of work	Cost of Tender(Non refundable)
1.	SUPPLY,INSTALLATION AND COMMISSIONING OF Water Cooler,RO System and Commercial Cooler	2,500.00

Contents of the Tender Document

1. Schedule of Quantity	Annexure-01
2. Eligibility Criteria & Special terms and conditions	Annexure-02
3. List 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. Bank Guarantee Performa for Performance Security	Annexure-10
11. Technical Bid Form	Annexure-11
12. Proforma of Performance Bank Guarantee	Annexure-12
13. Format of Contract Agreement	Annexure-13
14. Commercial Bid form	Annexure-14

Annexure – 01

Schedule of Quantity

SUPPLY,INSTALLATION AND COMMISSIONING OF Water Cooler,RO System and Commercial Cooler

S.No.	Description of work	Quantity
1.	Water Cooler	15
2.	RO System	15
3.	Commercial Cooler (Tent Cooler)	10
4.	5 Years AMC for Water Cooler, RO System and Commercial Cooler (Tent Cooler)	01 Job

ELIGIBILITY CRITERIA AND SPECIAL TERMS AND CONDITIONS

1. ELIGIBILITY CRITERIA FOR OEM AND TENDERERS:

1. Water Cooler OEM Company Service Centre Availability in Local City is compulsory for Smooth Services. Documents To be Needed for Proof on OEM letterhead (for Service Factor)
10. Bidders must upload a cancelled cheque, GST Certificate, and Last 3 Months GST Tax Return.
11. Prices shall be inclusive of all taxes, duties, Complete Installation (if increased in bid) and GST on a door delivery basis. No additional transportation or any other charges will be paid by the Buyer.
12. Bidders must be OEM or authorized Resellers of the OEM ,Bid specific Manufacture Authorization Format Certificate is Compulsory for this Tender.
13. All disputes are subject to the jurisdiction of the Court of Gwalior.
14. Products should be of a reputed brand, Bidders should submit service and installation declarations as per our requirements, Bidders should be willing to modify products as per our requirements.
15. The Buyer Reserves the right to cancel the bid at any stage of the procurement process .If the material or products do not meet our Quality and specifications, the buyer reserves the right to reject the material and cancel the awarded bid.
16. Bid Specific MAF is mendatory for Water Cooler and Commercial Tent Cooler,without MAF tender will be reject.
17. Technical Specifications on OEM letterhead ,Ink Signed should be uploaded along with bid.

2.SPECIAL TERMS AND CONDITIONS :

Scope of Work:- SUPPLY,INSTALLATION AND COMMISSIONING OF Water Cooler,RO System and Commercial Cooler at Jiwaji University, Gwalior.

1. The participating bidders should have GST registration since last three years. Registration certificate copy should be attached.
2. The Bidder must have a minimum average turnover of Rs. 25 Lakhs in the last three financial year .

3. The bidder or Water Cooler OEM must have executed the supply of minimum 50 water Cooler in single order in any State / Central Govt/PSU ,Copy of order should be attached.
4. Bidder shall not be black listed or should not have a pending case or pending complaint of irregularity in India or abroad, by any global international body like world bank / international monetary fund / world health organization etc., or any Indian state/ central governments departments or public sector undertaking of India. The same shall be send (Hard copy) to the buyer on 100 Rs Stamp Paper with Notary acknowledgment within 5 days of the Bid end date. The softcopy of the same should be uploaded with the Bid.
5. The bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the bid document, etc and corrigendum if any.
6. Manufacturer authorization: Authorized distributors/ dealers are submitting the bid, Manufacturers Authorization Form (MAF) certificates with OEM details such as name designation, address, email id and phone no. required to be furnished along with the tender.
7. The Bidder should also upload an undertaking on Rs 500/- stamp paper with Notary that the information given and the certificates uploaded are true and the bidder will supply the material as per the offer only and there will not be any deviation in supplied and offered items. The hard copy of the same must reach to the buyer within 5 days of the Bid end date.
8. Bidder will provide maintenance services for 5 years after successful installation/Commissioning of the project .
9. Bidder have to resolve any fault or issue within 24 hrs of complaint

10. The scope of AMC services

The scope of AMC services cover to upkeep & smooth working of the equipment within the user department. Service provider shall deploy trained, experienced and competent technical personnel for carrying out required Preventive Maintenance for the equipment. As a part of the duties the service provider persons shall help to ensure that all equipment will be maintained at optimum operating levels.

AMC would include Following Services:

(A)Preventive Maintenance Service (PMS) –Monthly

Preventive maintenance reduces the probability of hardware problems by systematically and periodically checking equipment issues to ensure proper operation.

(B)Preventive Maintenance Service (PMS) –Quarterly

Every product shall be serviced at least once every quarter. A record of such services duly acknowledged by the person using the product or in his absence, in charge of the location of the equipment should be maintained.

(C)Annual Maintenance Services (AMS)

The scope of work shall include all checks and tests as detailed under routine maintenanceservices.

(D)Break Down Services/Repair (BDS)

AMC services shall include attending to any complaint any time of the contract period. The Break down service should be provided at the buyer's premises.

Following registers are to be maintained by technicians at Head Office without fail:

Complaint Register: All complaints received with respect to product under AMC are to be recorded with time and date of receipt, as and when complaints are received from end user departments.

Spare Tool and Tackle Register: All the spares and tools and tackles are to recorded in the register. Spares taken outside the premises also to be recorded with serial number of spare and in and out date and time. All the consumable material such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. Any replacement of the complete/spare part during AMC would be charged separately from the buyer.Price should be OEM accordingly,all spare parts of replacement should be genuine .

Annexure-3

List of 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.
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 Assessment years
2. Annexure-02 duly signed & office Seal affixed as a token of acceptance of Special Terms and Conditions.
 - 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.
 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.
5. If bidder does not upload any document/Certificate tenderer will be disqualify.

TENDERER SEAL

**Address where the Water Cooler ,Ro System and Tent Cooler to be
installed**

**Different Department Location
University Campus**

Jiwaji University
Gwalior -474011 (M.P.)

**TECHNICAL SPECIFICATION OF COMMERCIAL WATER
COOLER
(SELF CONTAINED DRINKING WATER COOLER)
QTY-15 No.**

SN#	Specifications/Function	Detailed Description
	Basic	Self-contained drinking Water cooler unit Energy Efficient Compressor Eco friendly (Non CFC Refrigerant – R- 407C) suitable for operation on 230 V +10% 50 cycle single phase AC supply storage capacity 400 Ltr, cooling capacity 225Ltr/Hr. Water cooler confirming to IS -1475 (Part-I) : 2001 (reaffirmed 2007) Copper winding Compressor
1.	Water tank sheet material & thickness	Stainless Steel (SS 304) Thickness \geq 0.8 mm
2.	Drip Tray	single sheet moulded drain to prevent water spillage Stainless Steel (SS 304 grade)
3.	Faucet material	Brass (Cr Plated)
4.	Condenser tubing	Grooved copper.
5.	Legs	PP (B120mA) or Stainless steel
6.	Water inlet	hose & overflow pipe shall be provided
7.	Compressor Energy efficient	Hermetically Sealed Type with overload protector
8.	Refrigerant	R 407C

9.	Power Consumption	2100 W
10.	Final water temperature	Shall be from 13°C to 16°C ±2°C
11.	Plastic	Used in storage tank or any part coming in contact with water shall be of food grade
12.	Water cooler storage	Shall be suitable insulated to keep the water cool for longer period
13.	Thermostat	Automatically controls temperature
14.	Lock	Locking facility on tank door for safety
15.	Fins	Anti-corrosive fins on condenser for longer life
16.	Test Report	Water cooler ISI mark certificate and Type test report should be available
17.	Warranty on machine	60 Months
18.	Warranty on Compressor	60 Months
19.	Water tank cover & lid bottom sheet material	High Impact Polystyrene (HIP) or stainless steel 304 grade
20.	Water tank cover & lid bottom sheet thickness	1.5 mm
21.	Cooler Cabinet and Base	Stainless steel 304 grade
22.	Cooler cabinet sheet thickness	0.8 mm
23.	Net Weight	155 Kg or more
24.	OEM should have following certificates	ISO 9001, ISO 14001, ISO 45001 AND WHO-PQS
25.	Stablizer	Should be supplied with product

**2. Technical Specifications for Commercial RO Water Purifier
Qty:15 No.**

SN#	Specifications/Function	Detailed Description
		Stainless Steel Fully Automatic with auto shut off sensor TDS adjuster and Cover uv inbuilt,

	Basic Features	Commercial RO Water Purifier System having capacity 250 LPH
1.	Purification Technology	RO
2.	Type	Electrical
3.	Body	Stainless Steel body with two 150 GPD high performance copper winded motor
4.	Purification Capacity	250 Ltr Per Hour
5.	Purification method	Reverse osmosis

3. Technical Specifications for TENT Cooler Qty-10 No.

SN#	Specifications/Function	Detailed Description
1.	Airflow (m ³ /h)	18000
2.	Motor (w)	550
3.	V/Hz	220/50
4.	Rated Currency (A)	5.6
5.	Fan Size	30 Inches
6.	Fan Type	Axial/Wheel bearing
7.	Fan Speeds	3
8.	Dimension L×W×H (mm)	1120*680*1600
9.	Vent size (LxW) mm	780*780
10.	Net Weight (kg)	60
11.	Noise (dB)	≤ 68
12.	Water Capacity (L)	120

13.	Water Consumption (L/h)	15-20
14.	Area Coverage	Up to 2000 Sq ft
15.	OEM Should have Certificates	ISO 9001:2015
16.	Pad Type	Honey Comb
17.	Body Type	Durable Plastic/Fiber

Annexure-I

**TECHNICAL SPECIFICATION OF COMMERCIAL WATER
COOLER
(SELF CONTAINED DRINKING WATER COOLER)
QTY-15 No.**

SN#	Specifications/Function	Detailed Description	Compliance Yes/No
	Basic	Self-contained drinking Water cooler unit Energy Efficient Compressor Eco friendly (Non CFC Refrigerant – R- 407C) suitable for operation on 230 V +10% 50 cycle single phase AC supply storage capacity 400 Ltr, cooling capacity 225Ltr/Hr. Water cooler confirming to IS -1475 (Part-I) : 2001 (reaffirmed 2007) Copper winding Compressor	
26.	Water tank sheet material & thickness	Stainless Steel (SS 304) Thickness \geq 0.8 mm	
27.	Drip Tray	single sheet moulded drain to prevent water spillage Stainless Steel (SS 304 grade)	
28.	Faucet material	Brass (Cr Plated)	
29.	Condenser tubing	Grooved copper.	
30.	Legs	PP (B120mA) or Stainless steel	
31.	Water inlet	hose & overflow pipe shall be provided	
32.	Compressor Energy efficient	Hermetically Sealed Type with overload protector	
33.	Refrigerant	R 407C	

34.	Power Consumption	2100 W	
35.	Final water temperature	Shall be from 13°C to 16°C ±2°C	
36.	Plastic	Used in storage tank or any part coming in contact with water shall be of food grade	
37.	Water cooler storage	Shall be suitable insulated to keep the water cool for longer period	
38.	Thermostat	Automatically controls temperature	
39.	Lock	Locking facility on tank door for safety	
40.	Fins	Anti-corrosive fins on condenser for longer life	
41.	Test Report	Water cooler ISI mark certificate and Type test report should be available	
42.	Warranty on machine	5 Years	
43.	Warranty on Compressor	5 Years	
44.	Water tank cover & lid bottom sheet material	High Impact Polystyrene (HIP) or stainless steel 304 grade	
45.	Water tank cover & lid bottom sheet thickness	1.5 mm	
46.	Cooler Cabinet and Base	Stainless steel 304 grade	
47.	Cooler cabinet sheet thickness	0.8 mm	
48.	Net Weight	155 Kg or more	
49.	OEM should have following certificates	ISO 9001, ISO 14001, ISO 45001 AND WHO-PQS	
50.	Stablizer	Should be supplied with product	

**2. Technical Specifications for Commercial RO Water Purifier
Qty:15 No.**

SN#	Specifications/Function	Detailed Description	Compliance Yes/No
	Basic Features	Stainless Steel Fully Automatic with auto shut off sensor TDS adjuster and Cover uv inbuilt, Commercial RO Water Purifier System having capacity 250 LPH	
6.	Purification Technology	RO	
7.	Type	Electrical	
8.	Body	Stainless Steel body with two 150 GPD high performance copper winded motor	
9.	Purification Capacity	250 Ltr Per Hour	
10.	Purification method	Reverse osmosis	

**3. Technical Specifications for TENT Cooler
Qty-10 No.**

SN#	Specifications/Function	Detailed Description	Compliance Yes/No
18.	Airflow (m ³ /h)	18000	
19.	Motor (w) Heavy duty with copper winding	550	
20.	V/Hz	220/50	
21.	Rated Currency (A)	5.6	
22.	Fan Size	30 Inches	

23.	Fan Type	Axial/Wheel bearing	
24.	Fan Speeds	3	
25.	Dimension L×W×H (mm)	1120*680*1600	
26.	Vent size (LxW) mm	780*780	
27.	Net Weight (kg)	60	
28.	Noise (dB)	≤ 68	
29.	Water Capacity (L)	120	
30.	Water Consumption (L/h)	15-20	
31.	Area Coverage	Up to 2000 Sq ft	
32.	OEM Should have Certificates	ISO 9001:2015	
33.	Pad Type	Honey Comb	
34.	Body Type	Durable Plastic/Fiber	

‘INSTRUCTIONS TO BIDDERS’

Downloading of Tender Documents : : 26.11.2024 (05:00 PM)
e-Bid Submission Closing Date : : 16.12.2024 (05:00 PM)
Date of Opening of Technical Bids : : 20.12.2024 (11:00 AM)

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. Ernest money Deposit (EMD)

- 1/1. Offers must accompany online EMD submission slip (www.mptenders.gov.in) drawn- in favour of “Registrar, Jiwaji University, Gwalior”, .
- 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 –

2 (1) 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 supplied at site and after furnishing of Bank Guarantee / FDR for 3% 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.

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 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 when they are ready, giving at least 10 days notice. If upon receipt at our Stores, the material 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.

1.10 Packing and Marking :

All materials shall be securely packed to the requirements of transportation by Air/Rail/Road. 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 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.

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.

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 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 else where 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.

2.4 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 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 (3% 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 performa.

a. Bank Guarantee / FDR for 3% 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 for the transit of the equipment upto for installation and testing.

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 or 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. 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.

DEVIATIONS

Bidder's Name and Address : _____

To
The Registrar,
Jiwaji University
GWALIOR – 474011 (M.P.)

Dear Sir,

Sub :- Supply 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) Inwords)	Rs. (

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 : _____

Guidelines 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 form (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 PROFORMA FOR PERFORMANCE SECURITY

This agreement has to be executed on a Non-Judicial Stamped Paper worth Rs. 1000/- (Rs. One Thousand) 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 _____ 2024'

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 anything 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.

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 Assessment years.	
4	Technical Specifications of Annexure- 05 (Complied or Not-Complied report) along with supporting documents of the items bided (items 1 to 12), 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	

ANNEXURE- 12

PROFORMA OF PERFORMANCE BANK GUARANTEE

In consideration of the Registrar, Jiwaji University, Gwalior (hereinafter called the "Client") having offered to accept the terms and conditions of the proposed agreement (hereinafter called the "said

Agreement") between Registrar, Jiwaji University, Gwalior and M/s..... (hereinafter called the "said Contractor") for the work of Catering Services having agreed to production of an irrevocable bank guarantee for Rs._____ (Rupees _____ only) as a security / guarantee from the contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereafter referred to as the "Bank") hereby undertake following:

1. We undertake to pay to the Client any money so demanded not withstanding 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 bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & 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 Client 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 Client or any indulgence by the Client 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.

4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client 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 under this Guarantee shall stand discharged.

Dated the _____ day of _____ for

Signature of the authorized officer of the Bank

Name & Designation of the officer

Seal, Name & Address of the Bank and Address of the Branch

ANNEXURE-13

FORMAT OF CONTRACT AGREEMENT

(On Non-judicial Stamp Paper as per m.p Govt. rules)

THIS AGREEMENT made the day of, 2024 Between Registrar, Jiwaji University, Gwalior (hereinafter "the Client") of the one part and M/s _____

_____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Client is desirous that certain services viz. Supply Catering Services in the tender referenceno. _____ Dated ____ and has accepted a bid by the Contractor for the performance services for the sum of Rs. _____ /- (*Rupees _____ only*) (hereinafter called "the Contract Price") and supply of consumables as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2.The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Letter of Acceptance issued by the Client.
- b) The supplier's bid including enclosures, annexure, etc.
- c) Tender document along with all enclosed documents.
- d) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the service provider, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under.

Sl. No	Brief Description of Services	Contract Duration	Total Price	GST tax in %	Total value inclusive of GST tax
1					

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the Said

_____ (For the Client) In the presence
of

Signature

Name

Address

Witness 1.

2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1.

2.

JIWAJI UNIVERSITY, GWALIOR

COMMERCIAL BID (ONLINE) FOR PURCHASE OF Equipments

1. Name of the Firm :-

.....
.....

2. Address of the Firm :-

.....
.....

3. Name of the Proprietor / Partner / Director of the Firm :-

.....
...

4. Telephone No and e-mail ID. :-

.....
...

COMMERCIAL BID FORM (e-Bid)

Sr. No.	Equipment	Qty.	Rate / Item	
			Price in Rupees for indigenous items and in foreign/ international currency for items to be imported	
			In Figure	In words
	Supply & Installation for [Name of Quoted each Instruments]	01		

(SIGNATURE OF THE BIDDER WITH NAME & SEAL)