



महाराजा गंगासिंह विश्वविद्यालय, बीकानेर

फोन नं- 0151-2212046, ईमेल एड्रेस- comptroller@mgsubikaner.ac.in

क्रमांक :F-4 ()/मगसविबी/ माइक्रोबायोलॉजी /2015/ 187

दिनांक : 15/03/16

निविदा सूचना

विश्वविद्यालय में वार्षिक दर संविदा के लिए अनुभवी, पंजीकृत फर्मों/ठेकेदारों से अनुबंध निष्पादन कि तिथि से एक वर्ष के लिए मोहरबंद निविदा आमंत्रित की जाती हैं। जिनका विवरण निम्नानुसार है :

क्र. सं	कार्य का नाम	अनुमानित लागत (लाखों में)	धरोहर राशि रु.	निविदा शुल्क रु
1.	माइक्रोबायोलॉजी विभाग में उपकरण क्रय	4.20	8,400/-	200/-

नोट : 1.बिना धरोहर राशि, सशर्त,अपूर्ण निविदाएँ मान्य नहीं होंगी 2. कार्य के लिए मोहरबंद निविदा लिफाफे में जिस पर निविदा कार्य का नाम अंकित हो, धरोहर राशि मय निविदा शुल्क सहित दिनांक 28.03.16 को मध्यान्ह 2:00 बजे तक वित्त नियंत्रक कक्ष में जमा की जायेगी एवं उसी दिन मध्यान्ह 03:00 बजे निविदायें खोली जायेगी 3.अवकाश की स्थिति में आगामी कार्य दिवस में निविदा प्राप्त कर खोली जायेगी 4.निविदा प्रपत्र एवं शर्तें विश्वविद्यालय की वेबसाइट www.mgsubikaner.ac.in एवं <http://sppp.rajasthan.gov.in> पर उपलब्ध है , उक्त निविदा प्रपत्र एवं शर्तें डाउनलोड कर प्राप्त की जा सकती हैं 5. डाक द्वारा निविदाएँ मान्य नहीं होंगी।

वित्त नियंत्रक

**TENDER NOTICE NO. MGSU/MICROBIOLOGY/187/
DT. 15.03.2016**

**Tender Document for Supply of
Instruments / Equipments for
Microbiology Department of Maharaja Ganga Singh
University, Bikaner**



MAHARAJA GANGA SINGH UNIVERSITY, BIKANER

JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in/>

Seal & signature of tenderer

1

NIT.....dated.....2016



MAHARAJA GANGA SINGH UNIVERSITY, BIKANER
JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Schedule of Tender
TENDER DOCUMENT FOR THE SUPPLY OF LABORATORY
INSTRUMENT/ EQUIPMENTS

Price of Tender Document for each equipment	Rs. 200/
Last Date of Submission of Tender :	28.03.2016 up to 2.00 P.M.
Date of opening of Tenders :	28.03.2016 at 3.00 P.M.

Seal & signature of tenderer

2

NIT.....dated.....2016

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TENDER NOTICE

Maharaja Ganga Singh University Bikaner

No.F.4 ()/MGSU/STORE/187

Date 15-03-2016

Notice Inviting Tender

Sealed tenders for Technical & Financial Bids are invited from manufacturers/authorized dealers for the supply of various Laboratory **Instruments/ equipments** as mentioned below:-

S.No	Item	Quantity	Estimated cost	EMD	Tender Fee
1.	Lyophilizer with accessories	1	420000	8400	200

The detailed terms & conditions with specifications and tender document can be downloaded from website www.mgsubikaner.ac.in and <http://sppp.rajasthan.gov.in> Demand Draft of the earnest money is to be enclosed in favour of Comptroller Maharaja Ganga Singh University Bikaner payable at Bikaner. Those who have downloaded form from website must attached DD of Tender fee with form. Complete tender be deposited in university office on 28.03.2016 up to 2.00 PM. Technical bid will be opened on same day at 3.00 PM in the presence of tenderers.

Comptroller

Seal & signature of tenderer

3

NIT.....dated.....2016

PART-A

General Terms and Conditions of tender

Seal & signature of tenderer

4

NIT.....dated.....2016

MAHARAJA GANGA SINGH UNIVERSITY, BIKANER

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Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in/>

1.0 GENERAL TERMS AND CONDITIONS

1.1 (i) The bid document may be downloaded from MGSU website www.mgsubikaner.ac.in/ & <http://sppp.rajasthan.gov.in>. Bidder using downloaded tender forms from MGSU website must submit cost of tender document by Demand Draft (separate for each item) drawn in favour of **Comptroller, MGS University, Bikaner, Rajasthan** (payable at Bikaner) along with technical bid. The bid form downloaded from MGSU website without tender fees will not be accepted.

(ii) The Bid must be submitted in English, preferably by the principal. Otherwise the bids should be submitted by the authorized Agents /Representatives, they must enclose latest authorization letter issued by the manufacturer of the quoted instrument(s).

1.2 The bid form in the tender document at **Annexure-II** will be used for technical bid. Tender document downloaded from the MGSU website <http://www.mgsubikaner.ac.in/> or www.sppp.rajasthan.gov.in can also be used. Bids made on photocopy etc. will not be considered. However, the additional sheets containing the same Performa may be used for each item. Each sheet must be signed by the bidder. The price bid must be in the form provided herewith at **Annexure-III**. It should be sealed in separate envelope.

1.3 The tender will not be accepted from the firm to whom the document has not been issued by the University or bid form downloaded from the MGSU website <http://www.mgsubikaner.ac.in/>, www.sppp.rajasthan.gov.in without tender fee.

1.4 The University takes no responsibility for delay or non receipt of Tender Document sent by post either way and also reserves the right to accept or reject any or all the tenders in part or full without assigning any reason thereof.

1.5 The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bid document carefully. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in the rejection of its bid.

Seal & signature of tenderer

5

NIT.....dated.....2016

1.6 The University at its discretion may extend the last date of submission of tender and opening of tenders. The final authority for acceptance of a Tender will rest with the **University**, who does not bind itself to accept the lowest tender and may accept or reject any or all of the bids received without assigning any reason.

1.7 Documents, literature, diagrams / leaflets, original catalogue of equipment and samples etc., enclosed with the bids shall become the property of the University without any cost.

1.8 WARRANTY: The comprehensive warranty period will be for thirty six months starting from the date of successful commissioning of the instrument. Under this warranty, upon the receipt of such notice, supplier / agent shall, within the period specified, repair /replace the defective instrument or spare parts thereof at the site of installation. The supplier/agent shall take over the replaced parts/goods, in the event of any correction of defects or replacement of defective material. In such cases, the warranty for the corrected/replaced materials shall be extended to the left over period of warranty. The comprehensive warranty includes maintenance of equipments including spare parts etc.

Note: During warranty whatever charges are incurred on maintenance/repair/replacement of the instrument installed has to be borne by the dealer/ tenderer.

1.9 The Tender would be regarded as turned down, if no award of contract has been obtained till the expiry of the Tender validity. No separate communication will be made in this regard.

1.10 The items have to be supplied in standard packing at the Department of Microbiology as per the details mentioned in **Annexure VI**.

1.11 In case of the date of submission and the date of opening of Tender is declared as Public Holiday, the Tender shall be submitted and opened on the next working day at the same time.

1.12 The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in such case, correction shall be initialed by the person or persons signing the bid.

1.13 Late and delayed tenders will not be considered and shall be returned unopened to the Bidder.

1.14 Canvassing in any form will disqualify the Bid.

1.15 Request for the Tender Document for bidding through Telex, Telegram, Telephone, Money Order and Tele-fax shall not be entertained.

1.16 The Tender Notice No. MGSU/STORE/187, Dt. **15.03.2016** along with the Sl. No. number must invariably be quoted in the bid and for further correspondence in this regard.

1.17 Eligibility Criteria:

Basic pre-qualification criteria for the Tenderer for participation in the tender process are as under:

(i) The tenderer must be incorporated under Indian Companies Act, 1956/The Partnership Act, 1932. Consortium in any form is not allowed. Any change in the constitution of the firm/company shall be notified forth with by the tenderer in writing to Comptroller, Maharaja Ganga Singh University, Bikaner and such change shall not relieve any former member of the firm/company from any liability under the contract. No new partner/partners shall be accepted in the firm by the tenderer in respect of the contract unless he/they agree to abide by the all its terms, conditions and deposit with Comptroller, Maharaja Ganga Singh University, Bikaner, a written agreement to this effects.

(ii) The tenderer must bid for the Maharaja Ganga Singh University, Bikaner *as per list* irrespective of their location within that State. Partial bidding would disqualify the tenderer.

(iii) The tenderer should have adequate financial resources to undertake the contract. The Tenderer will submit a letter from a financial institution (as unit or groups of same unit) that is willing to fund this project/scheme or should have sufficient reserves as per the audited financial statement.

(iv) The tenderer must have 5 yrs. experience in implementation & delivering of the quoted instruments/ equipments. (The tenderer will provide sufficient documentary proof and an undertaking regarding fulfillment of this condition in absence/insufficiency of which tender will not be considered).

(v) The tenderer should enclose relevant photocopies of the certificates, catalogues, brochures, etc. in support of all the items quoted.

(vi) Instrument mentioned in tender are mostly brand neutral, but the tenderer will indicate the make & model of it in the technical bid so that their performance eligibility could be assured as per specifications mentioned in this tender.

Seal & signature of tenderer

7

NIT.....dated.....2016

(vii) Do not quote custom made instruments about which no user review can be obtained. As the custom made instrument leads to uncertainty about the satisfactory working, it may lead to rejection of the tender offer.

(viii) The respective manufacturer/dealer would provide suitable no. of support engineers to maintain all the equipment.

(ix) Tenderer should not provide the coloured printout only, describing specifications of the instrument as mentioned in the tender document.

1.18 All the Tenders should be addressed to:

**Comptroller,
Maharaja Ganga Singh University, Bikaner
Jaisalmer Road, National Highway no. - 15, Bikaner**

2.0 SUBMISSION OF BID

2.1 The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation of its pertinent passages, in such case, for the purpose of interpretation of the bid, English translation shall govern. The check list for submission of bid is available at **Annexure - XII**

2.2 The Bidders are requested to quote the rates item-wise for each equipment on FOR destination basis including total price of each instrument separately indicating the Govt. levies, and other expenditure item-wise. The freight charges and insurance will be borne by the buyer in the case of imported items. For indigenous items supplied by Indian firms, the rate should be FOR laboratories of MGSU. Taxes and other levies, insurance freight etc. if any, should be indicated separately also. No C/D form will be issued by the University for CST / VAT.

IMPORTANT: Bidder is expected to examine the bidding Documents carefully and are deemed to have received and read all relevant documents. It shall be the responsibility of the bidder to request for copy of any missing document. Failure to do so will be at bidders risk. If a bidder is applying for more than one item, he needs to submit separate technical and financial bids. The manufacturer will give the

undertaking (Annexure IV) that he or his authorized dealer will service / repair the equipment during guaranty / warranty / maintenance contract.

2.3 It may be noted that mere quoting lowest rates will not entitle any firm to get the order. For qualifying technical bid the quality of the item being offered, the past performance, supply etc. will also be taken into consideration. The University may call for any details, explanation, regarding technical & financial aspect.

2.4 Bidder can quote the rates for all the instruments tendered or some of the instruments or one instrument. If a bidder is bidding for more than one item, separate technical and price bid should be submitted in separate envelopes for each item clearly mentioning the Sl. No. number, item name on the top of the envelopes with senders name and address. Item -wise technical specification and price should be in separate sheets i.e. there should be separate envelope for each item containing technical, price bid & item wise EMD, incase, bidders desire to quote more than one item.

2.5 The Tender is to be submitted "**Single Stage- Two Envelope System**" i.e. the first sealed envelope will contain full information required to judge pre-qualification signed tender document, tender fee, earnest money, complete details and specification of the instruments offered in **Annexure – II** including the brochure/ leaflets and original catalogues, list of credentials with documentary evidence i.e., purchase/ work order etc., PAN-Number VAT/Sales Tax Registration No., Affidavit for not being black listed. It shall be marked as technical **BID NO. MGSU/ STORE/ 187 DT 15-03-16** due on **28-03-16** for Instruments /Equipments. The second envelope will contain only price quoted by the bidder in the form given at **Annexure –III** of this document and shall be clearly marked "**Price Bid No. MGSU/ STORE/187 -DT 15-03-16 for Instrument / Equipments. Both the above envelopes must be separately sealed and shall be kept in one envelope** bearing the address of MAHARAJA GANGA SINGH UNIVERSITY and prescribed with bold letter **TENDER. FOR INSTRUMENT / EQUIPMENT NOT TO OPEN BEFORE 28-03-16 AT 3.00 P.M.** The senders address should be mentioned in all envelopes. Instrument / equipment Code Number should be mentioned invariably on all envelopes

2.6 Technical part of the tender will be opened on due date i.e. at 3.00 P.M. on **28-03-16** in the office of the University, in presence of the Representative of the Tenderer, who would like to be present. Sealed Price part of technically and commercially acceptable tenders will be

opened on a later day subsequently as decided by the University. The date of opening of financial bid will be communicated by the University to the successful bidders.

2.7 EARNEST MONEY/ SECURITY DEPOSIT

(i) The Earnest Money as indicated in Bid document at **Annexure -V** must be submitted by the Bidder along with the Tender in the form of Demand Draft only drawn in favour of COMPTROLLER, MAHARAJA GANGA SINGH UNIVERSITY payable at Bikaner, Rajasthan (India). It should be in Indian Rupees. The Indian agent / representative should furnish an authorization letter from their foreign Principal supplier authorizing to deposit the EMD on their behalf.

(ii) The Earnest Money shall be forfeited if a bidder withdraws or amends the tender in any respect within the period of validity of his tender or fails to submit security deposit or agreement within the specified period as mentioned in the tender document. Tender shall not be entertained where a tenderer has not furnished adequate earnest money in the prescribed and acceptable form. In case, the instrument supplied is found defective and not attended by the supplier /authorized agent, the Security Money deposited by the supplier /their authorized Indian agent will also be forfeited.

2.8 Exemption/ partial exemption from payment of earnest money/ security deposit;

(a) Earnest money/ security deposit will not be taken from the following: Undertakings, Corporations, Autonomous bodies, Registered Societies Co-operative Societies which are controlled/ managed by Government, Govt. Undertakings and Companies of Union Government and Government of Rajasthan.

(b) Earnest money will be taken @ 0.5% (Half-percent) of the value of the quantity offered for supply by the S.S.I. Units of Rajasthan and security deposit @ 1% of the quantity ordered to be supplied. They will furnish original or Photostat copy, duly attested by Gazetted Officer, of the Registration of SSI. Unit issued by the Director of Industries in respect of the stores for which they are registered.

(c) The earnest money, security deposit of a tenderer lying with the Department/ Office\ in respect of other tenders awaiting approval or rejected or on account of contract completed will not be adjusted towards earnest money/ security deposit for the fresh tenders. The earnest money originally deposited may, however, be taken into\ consideration in case tenders are re-invited.

(d) Earnest money and security deposit will be taken @ 1% and 2% respectively of the value of the tender from the Sick Industries (other than S.S.I.)

2.9 Unsuccessful bidder's earnest money will be discharged/ returned without any interest after the concerned purchase is finalized and that of successful bidders will be adjusted (without interest) in security deposit.

2.10 The validity of Tender would be for a minimum period of 90 days from the date of opening of Tenders. A Bid valid for a shorter period may be rejected by the University as non-responsive. In case the validity is to be extended; the University may solicit the Bidder's consent to an extension on the period of validity and the bid shall remain valid for the extended, period mutually agreed for.

2.11 The prices should be quoted both in words and figures.

2.12 Arithmetical error will be rectified on the following basis:- If there is discrepancy between the unit price and total price that is obtained by the multiplying the Unit Price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount in words will prevail.

2.13 Tenders not in proper sealed cover or received through telegraphically or E-mail fax/telex will not be entertained.

2.14 Conditional Tenders will be rejected without assigning any reason.

2.15 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized for this purpose. The letter of authorization should bear the signatures of only the authorized person of the firm. All pages of the Bid, except for un-amended printed literature shall be initialed by the person or persons signing the bid.

2.16 To assist in the examination, evaluation and comparison of bids the buyer may, at its discretion, ask the Bidder for a clarification of its bid. However, no change in the price or substance of the bid shall be sought, offered or permitted.

2.17 Eventual suggestions for modification or subsidiary Tenders are principally not admissible.

2.18 The specifications are clearly mentioned in the document and the Bidder is requested to submit Bid only if their offer strictly comply to these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the instruments having different specification will be on Bidder's risk as the University will not entertain such bids. Bids carrying the statement like "specification as per tender document" shall not be entertained. The product specifications supported by technical literature and list of

users must be enclosed with Annexure II. The original detailed brochure to be attached in support of the quoted item and not the coloured printout.

2.19 The placement of work order/purchase order will be according to technical evaluation of the Tender and after consideration of its price worthiness.

2.20 The price to be given in the Tender are fixed prices, irrespective of rise in Materials prices etc., till the delivery of the overall consignment. No request regarding increase in the price of instruments etc., will be entertained after the submission of the tender.

2.21 The nomenclature of the instruments and spares will be invariably same in Proforma Invoice, Invoice, Packing list and all other relevant papers in case the Bidder is awarded with the purchase order for supply against its offer.

2.22 With the submission of his Tender the Bidder accepts the conditions of the tender.

2.23 If the instrument supplied is not in conformity with the specification other than asked for, it will have to be replaced at the risk and cost of the supplier. No freight and other charges for export and re-shipment will be paid by the University.

2.24 The installation of the instruments is the entire responsibility of the supplier. It must be done either by the principal supplier or their authorized agents within 10 days from the date of purchase order. The supplier or their authorized Agent should be in touch with the Store/Department of Microbiology of the University to know the exact day of receipt of instrument/equipment supplied/ dispatched by them.

2.25 The list of instruments/equipments, their approximate quantity is given at **Annexure-V** and the detailed specification of the instrument are given in the tender document. The quantity mentioned in the tender document may be increased or decreased at the discretion of the Competent Authority in the University without assigning any reason.

2.26 Each and every folio of the Tender must be signed by the Bidder.

2.27 The Bid shall be considered only for those instruments for which the rates have been specifically quoted. The University further reserves the right to accept the Tender for all the instruments or some of the instruments for which the Tenderer has quoted the Bid. The bidder should attach a separate list for the consumable/spares required for smooth operation of the instrument at least for three years (as optional items) and two copies of trouble shooting manuals, electric circuits etc. along with the bid. Combined EMD and consolidated bids will be rejected. EMD and tender should be submitted separately for each equipment.

2.28 Bidder has to provide training on operation and maintenance to the University Officials of Microbiology department without any additional charges. However, training

for sophisticated instrument will be provided by the bidder as specified in respective technical specifications of the instrument.

2.29 (i) COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT: The bidder should quote the charges for annual maintenance contract for next three years after completion of three years comprehensive warranty period for the instrument in format as at Annexure XIV. **The guidelines for the Comprehensive AMC (i.e. maintenance with spare parts) are available at Annexure X**

(ii) The supplier manufacturer will submit the undertaking in format mentioned at **Annxure XI**
2.30 A period of 30 days will be allowed for delivery of equipment from the date of issue of purchase order. In case of delay in delivery the liquidated damages will be levied as per para no 13 from successful bidder.

2.31 After sales service is most important to be considered for comparison of the bids. Bid of those firms who do not have Indian / Local Agents to provide after sales and service during warranty period will not be considered. After sales service must be provided at the premises of the Laboratory / Offices of MGSU, by the manufacturer or authorized service provider. The instrument will not be sent to the service provider for the repair.

2.32 In case of imported instruments, the bid from Principals or their authorized agents will only be considered. The instrument price should be quoted on FOR MGSU basis, the delivery shall be taken at laboratories of Department of Microbiology, MGSU as mentioned at **Annexure- VI.**

2.33 The items have to be supplied in standard packing. The foreign supplier should use the minimum possible packets and should reduce the size of the packing in volume to avoid extra demurrage in the bonded warehouse in India, if any.

2.34 At any time prior to the deadline for submission of bids ,the buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by an amendment.

2.35 The Amendment made by the competent authority in the tender document if any will be binding on the tenderer.

2.36 In order to offer prospective Bidder reasonable time in which to take the Amendment into account in preparing their bids, the purchaser may at its discretion, extend the deadline for the submission of bids.

2.37 According to the Bidder, if the Tender Documents contain unclear points which could influence price calculations, the bidder has to inform the authority who is issuing the call of Tenders before submission of its Tender, either in writing or by fax, even if he has pointed out this earlier in any other form/reference.

2.38 The Packing, Forwarding, charges must be quoted according to the place of delivery as mentioned in the schedule at **Annexure- VI**. The supplier will be held liable for any damage, theft or loss during transit. The instruments are to be dispatched to the respective places directly and to be installed there, by the supplier under intimation to, MGSU Office at NH-15, Jaisalmer road, Bikaner. Please note that Performa Invoice must be separate for each instrument / equipment.

2.39 Prior to placing purchase order, in case the buyer desires to inspect the stores/instrument-equipment including demonstration, the same should be arranged by the supplier or their authorized Indian agent on free of charges.

2.40 For the comparison of the rates quoted in different currencies by the bidders, the comparison will be done on the basis of conversion of currency in Indian Rupees on the date of opening of technical bid of the tender.

2.41 Evaluation and Comparison of Bids

(i) The Purchase Committee constituted by the Tendering Authority will evaluate the substantially responsive Technical Bids in pursuant of the Qualification Criteria listed above. The Committee, on their discretion, may inspect (at tenderer cost) the premises of the tenderer for evaluation of their capability with reference to physical infrastructure available and other technical capabilities etc.

(ii) In case of price quotations being equal the Committee, will evaluate the technical competency of the prospective Tenderer and prepare a panel of Tenderer, technically qualified to carry out the assignment. The assessment by the Committee constituted by the Tendering Authority as to the Technical Competency of the tenderer will be final and binding to all substantially responsive Tenderer.

(iii) The Committee will also compare and evaluate the Financial Bids of the technically qualified Tenderer to decide on the lowest bid. Tendering Authority reserves the right to amend, cancel or reject the Tender or any part of the tender without assigning any notice or reason thereof and is also not bound to accept the lowest tender.

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14

NIT.....dated.....2016

(iv) The Financial Bids of technically qualified tenderer alone will be opened. The decision of Tendering Authority will be final in this regard. The technical evaluation would have no relation whatsoever with financial evaluation.

3.0 PAYMENT CONDITIONS

3.1

(i) 100% payment will be released on satisfactory supply installation, training and commissioning of the instrument and on furnishing performance security/Bank Guarantee for 5 % of the purchase order value and **contract agreement in the form of Annexure VIII**. The supplier shall provide the documents with each instrument as mentioned at **Annexure IX**.

3.2 The Performance Security in the mode of Bank Guarantee/DD/Bankers cheque/ cash payment be furnished by the principal supplier or their authorized Indian agent from any Nationalized Bank as per **Annexure VII**, No Proposal for advance payment will be allowed in any case. **The bank guarantee performance security shall be valid till 45 days after expiry of the warranty period.**

3.3 The defective, substandard and contrary to the specification of instruments, if supplied have to be replaced by the supplier at their cost and responsibility. In case of indigenous instrument/ equipment quoted by Indian firms/ representatives/ Indian agents of foreign supplier / manufacturers, the payment will be made in Indian rupees directly after supply and satisfactory installation / commissioning.

3.4 Single bills against one order as per supply order mentioning Sl. No. and other details will be accepted.

3.5 The reference of supply order should be submitted for payment.

4.0 SETTLEMENT OF DISPUTE, ARBITRATION

4.1 All disputes or difference arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled by the Hon. Vice Chancellor of the University.

4.2 It is also a term of the contract that if the supplier (s) do not make any demand in respect of any claim (s) or dispute in writing within 90 days of submission of the final bill for payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the University will be discharged and released of all liabilities under the contract in respect of these claims.

4.3 LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Bikaner (Rajasthan) shall have exclusive jurisdiction in all matters arising under this Contract.

The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India. The Supplier shall protect, absolve and indemnify the University, and their representatives from any claim, loss or damage arising from any non compliance alleged or proved, without claiming them for payment.

4.5 FORCE MAJEURE

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil, wars, strikes, fire, riots, floods, riots and acts of usurped power. Only those causes which have a duration of more than seven calendar days shall be considered cause of force majeure. A notification to this effect duly certified by the Local Chamber of Commerce/Statutory Authorities shall be given by the Vendor to the buyer by registered letter. In the event of delay due to such cases a length of time equal to the period of force majeure or at the option of the buyer may be extended, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of buyer. In the event of such cancellation the vendor shall refund any amount advanced by the Purchaser and deliver back any material issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

5.0 INJURY AND DAMAGE

5.1 Injury or Death of Persons

The Supplier shall be liable for and shall indemnify the University against any liability, loss, claim or proceedings, whatsoever arising under any statute or law in respect of personal injury or death or any disability caused by the carrying out the Works.

5.2 Damage to Property

The Supplier shall be liable for and shall indemnify the University against and insure and cause any Manufacturers and subcontractors to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any one occurrence in so far as such damage arises out of or in the course of or by reason of the carrying out of the Works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

6.0 ROYALTY AND PATENTS

6.1 The Supplier shall pay all royalties and licenses fees for the use of any patented item, whether it may be an invention, method, arrangement, article, process or appliance used in connection with the performance of the Contract. The supplier shall indemnify and save harmless the University against any and all costs, damages and expenses of any nature or kind whatsoever which may arise out of or result from a claim by any person, firm or corporation that the manufacture, purchase, use of sale of any of the inventions, methods, arrangements, articles processes or appliances used in connection with the performance of this Contract infringes any patent of such other rights. The Supplier shall, at the request of the University, defend the University against any suit brought to enforce any such claim at the Suppliers expense.

6.2 In case any such patented item used on or in conjunction with the Works is in suit held to constitute and infringement of its use enjoined, the supplier shall either secure for the University the right to continue using the said item by suspension of the enjoinder, by procuring for the University a license or otherwise, or will replace such items with a non-infringing item or modify it so that it becomes non- infringing or with the University's approval remove the said enjoined item and refund to the University the sums paid thereof.

7.0 EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the expiry of the warranty period and all the payments have been made to the Supplier.

8.0 Forfeiture of earnest money:- The earnest money will be forfeited in the following cases:

- (i) When tenderer withdraws or modifies the offer after opening of tender but before acceptance of tender.
- (ii) When tenderer does not execute the agreement if any, prescribed within the specified time.
- (iii) When the tenderer does not deposit the security money **as per details mentioned in para 9.0.**

9.0 Agreement and Security deposit:-

- (i) Successful tenderer will have to execute an agreement on Rs 500/- non-judicial stamp paper with all terms and condition mentioned in tender form at **Annexure VIII** and deposit security equal to 5% of the value of the stores for which tenders are accepted within 7 days from the date of dispatch or communication through fax or e-mail of the letter by which the acceptance of the tender is communicated to the tenderer.
 - (ii) The earnest money deposited at the time of tender will be adjusted towards security amount. The balance amount of security deposit may be provided in the form of Bank guarantee or demand draft from a nationalized bank in India. The Security amount shall in no case be less than earnest money.
 - (iii) No interest will be paid by the University on the security money.
 - (v) The security money shall be refunded after the expiry of contract on satisfactory completion of the same or after the expiry of the period of guarantee / warranty if any whichever is later and after satisfied there are no dues outstanding against the tenderer.
- (2) (i) Firms registered with the Director of Industries Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration in original from the Director of Industries or a Photostat copy or a copy thereof duly attested by any Gazetted Officer will be partially exempted from Security Deposit and shall pay security deposit at the rate of 1 % of the estimated value of tender

(ii) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

10.0 Forfeiture of Security Deposit-

Security amount in full or part may be forfeited in the following cases:-

- (a) When any terms and conditions of the contract is breached.
- (b) When the tenderer fails to make complete supply satisfactorily
- (c) Notice of reasonable time will be given in case of forfeiture of security deposit.

The decision of the University in this regard shall be final.

11.0 The expenses of completing and stamping the agreement shall be paid by the tenderer and the State University shall be furnished free of charge with one executed stamped counter part of the agreement.

12.0 Insurance:- The goods will be delivered at the destination in perfect condition. The supplier, if he so desires, may insure the valuable goods against loss by theft, destruction or damage, by fire, flood, under exposure to whether or otherwise viz., (war rebellion, riot, etc.). The insurance charges will be borne by the supplier and the University will not reimburse such charges.

13.0 Liquidated damages:-

(1) The time specified for delivery in the tender form shall be deemed to be the part of the contract and the successful tenderer shall arrange supplies within the period from the date of supply order issued by the **Comptroller, Maharaja Ganga Singh University, Bikaner (Rajasthan)** .

(2) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores which the tenderer has failed to supply:-

- (a) Delay up to one fourth period of the prescribed delivery period 2.5%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed period 5%
- (c) Delay exceeding half but not exceeding three fourth of the prescribed period. 7.5%
- (d) Delay exceeding three fourth of the prescribed period. 10%

(3) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

(4) The maximum amount of liquidated damages shall be 10%

(5) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply of goods.

(6) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

14.0 Recoveries:- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills. Amount may also be with held to the extent of short supply, breakage, rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and, security deposit available with the department.

In case recovery is not possible appropriate action will be taken under Rajasthan PDR Act or any other relevant law in force.

15.0 Inspection:-

(a) The Comptroller MGSU Bikaner, or his duly authorized representative shall have right for inspection of the instrument/equipments at premises of the tenderer. In case of foreign supply, the bidder is required to submit the certificate of testing, materials and workmanship of the instrument /equipments machineries during manufacturing process or afterwards as may be decided.

(b) The tenderer shall furnish complete address of the premises of his office, godown and workshop with contact number of responsible person where inspection can be made together with name and address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered in business a letter of introduction from their bankers will be necessary.

16.0 Clearance of consignment from Customs:-

For imported items, Clearance of the consignment from Customs will be done by the tenderer. Any custom duties paid as applicable under registration of Dept. of Scientific & Industrial Research, Ministry of Science and Technology, Govt. of India for clearance of the consignment shall initially be paid by the tenderer and the same shall be reimbursed by MGSU after production of documentary evidence at actual as per Govt. Rules. The

University will reimburse the custom duty only or will provide the custom duty exemption certificate. **NO OTHER CHARGES WILL BE BORN BY THE UNIVERSITY.**

17.0 Demurrage charges: -

In case, any demurrage charges are paid to release the consignment from custom, it will be borne by tenderer.

18.0 Rejection:-

i. Articles not approved during inspection or testing shall be rejected and will have to be replaced by the tenderer at his own cost within the time fixed by the Comptroller.

ii. If, however due to exigencies of Maharaja Ganga Singh University work, such replacement either in whole or in part, is not considered feasible, the Comptroller after giving an opportunity to the tenderer of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

iii. The rejected articles shall be removed by the tenderer within 15 days of intimation of rejection, after which Comptroller shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the tenderer's risk and on his account.

19.0 The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good condition such loss and shortage found at the checking/inspection of the materials by the consignee. "No extra cost" on such account shall be admissible.

20.0 The University can repudiate the contract for the supply, at any time, if the supplies are not made to his satisfaction after giving an opportunity to the tenderer of being heard and recording of the reasons for repudiation.

Comptroller

Annexure-I

MAHARAJA GANGA SINGH UNIVERSITY, BIKANER

JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in/>

S.NO. MGSU/STORE/187

Dt. 15.03.2016

APPLICATION FORM (To be filled by the bidder)

1. Name and full address of the: _____
Bidder including Telegraphic _____
Address/Telex No. and Fax No. _____
2. Name and designation of the _____
Head of the Firm/supplier and _____
his Telephone No. _____
3. i) In case the supplier is located out of Rajasthan; specify the authorized Distributor's or Agent's Address in Bikaner, if any.
ii) Name, Designation, Address _____
Telephone & Fax Numbers of the _____
Authorized Person who may be
Contacted during the process of the _____
purchase concerned under this document (Applicable for all the suppliers)
4. Instrument Sl. No. Number(s) quoted for :
5. Whether Earnest Money Deposited : Yes / No If yes (Amount: in Rs.) _____,
Demand Draft No, Date , _____ and Name of Issuing Bank _____
6. Tender fees Rs -----/- details DD / Cash receipt No _____, Date _____ and Name of Issuing Bank _____
7. Income Tax Clearance Certificate: attached (Latest) with PAN Number Yes or No
8. Year of Establishment _____
9. Nature of the Firm/ Company

Company			Firm
Government	Public	Private	Partnership

Put Tick (√) mark

10. No. of Years providing service _____

11. Previous Experience (Attached documents)

Seal & signature of tenderer

22

NIT.....dated.....2016

12. Any other details in support of your offer

13. Annual Turnover during last three years (as stated in the eligibility criteria, attach proof):

2012-13	2013-14	2014-15	Total Turnover (in Rs.)

12. Details of 5 years experience in implementation & delivering of the instrument/equipments (attach successful completion certificates of projects as stated above over a period of 5 years as a proof).

13. Information regarding equipment/peripheral Manufacturer (attach proof)

S.No.	Name of item	ISO 9001 (Yes or no)	No. of offices in Bikaner/Rajasthan	
			Own	Authorized Service Provider
1	2	3	4	5

All the terms and conditions of the tender documents have been read carefully and are accepted.

Note: Please attach list of offices & centers situated in Bikaner/Rajasthan along with address and phone & Fax numbers. Please attach proof in support of details stated above.

Place:

Date : Legally Binding Signature with stamp

Seal & signature of tenderer

23

NIT.....dated.....2016

ANNEXURE - II

MAHARAJA GANGA SINGH UNIVERSITY, BIKANER

JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER

Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in>

Tender Notice No. 187 dated 15-03-16

Bid Form For (Name Of The Instrument) _____

BID FORM FOR TECHNICAL BID Please do not write the Price

Details showing quantity, specification and other details of the instruments offered

(Instrument / Equipment code No. _____)

(to be filled by the bidder and must be kept marked as "Technical Bid" part of the Tender)

S. No.	Sl. No. and name	The Specification (including make and model) offered by the Bidder	Difference in Specifications of tender document and that of Bid, if any	Number	Remarks, if any
1	2	3	4	5	

NOTE:- If this sheet is not sufficient to accommodate the bid, the additional sheets may be used containing the same Performa but all such sheets including this one must be signed on each sheet by the Bidder along with the seal. Separate Bid form should be attached for each equipment, quoted for.

Signature with date & stamp of the bidder

Seal & signature of tenderer

24

NIT.....dated.....2016

ANNEXURE -III

MAHARAJA GANGA SINGH UNIVERSITY, BIKANER
JAISALMER ROAD, NATIONAL HIGHWAY NO. - 15, BIKANER
Phone: +91-01512212046 FAX: +91-01512212042 Website: <http://www.mgsubikaner.ac.in/>

TENDER NOTICE No. MGSU/STORE/ 187 dated 15-03-16

Bid Form For Price Bid For (Name Of The Instrument) _____
Details showing quantity, specification and other details of the instruments offered
(Instrument / Equipment code No. _____)
(To be filled by the bidder and must be kept in "Price Bid" part of the Tender)

Name of the Tenderer (Company/Firm):.....

Address for Correspondence:.....

I/we hereby submit the proposal for the supply of instruments & equipments and others accessories and provision of University as per the Scope of work given in this tender document within the time specified and in accordance with the terms and conditions. The consolidated rate is quoted in the prescribed format given below:

S. No.	Sl. No. and name	The Specification (Make model) offered by the Bidder	Quoted Price (Rs)
1	2	3	4

Note:

1. The rate should not be provided as a percentage figure.
2. The consolidated rate should include all Govt. and any other levies (e.g. Service Tax /VAT etc.)
3. The tenderer is advised to quote rate in absolute Indian Rupees.
4. No condition will be entertained and conditional tender will be liable to be rejected
- 5 If this sheet is not sufficient to accommodate the bid the additional sheets may be used containing the same Proforma but all such sheets including this one must be signed by the Bidder along with the seal.

Signature with date & stamp of the bidder

Seal & signature of tenderer

25

NIT.....dated.....2016

ANNEXURE - IV

UNDERTAKING

To be given by Principal Manufacturer

TENDER NOTICE No. MGSU/STORE/ 187 dated 15-03-16

To
The Comptroller,
Maharaja Ganga Singh University
Bikaner
Sir,

We have examined the conditions of Tender Document and specifications of the instruments/ equipments, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, deliver and install the (Name of equipment / instrument): (Please add additional pages, if required). The above supply, installation shall be in conformity with the specifications and conditions of tender.

We undertake, if our bid is accepted to deliver the instruments quoted by us, we shall deliver and install within the period indicated in the tender document.

We agree to abide by this bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiration of that period. We are submitting a Demand Draft (Payable At Bikaner) for Rs..... in favour of "Comptroller Maharaja Ganga Singh, University", Bikaner towards the Earnest Money. This Bid, together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. We or our authorised dealer shall provide the spares/service of equipment under Warranty / Guarantee and also during AMC/CMC after expiry of Warranty / Guarantee. If authorized dealer is not available or authorized dealer is changed, we (Manufacturer) will be responsible for service / repair of the equipment supplied by us.

Dated this.....day of.....2015

Signature of authorized Person,
Name with Stamp & full Address.

Seal & signature of tenderer

26

NIT.....dated.....2016

ANNEXURE V

Schedule of Earnest Money

List of instrument/equipments with code no.

Sl.No	Item	Quantity	Estimated cost	EMD	Tender Fee
1.	Lyophilizer with accessories	1	420000	8400	200

Seal & signature of tenderer

27

NIT.....dated.....2016

Annexure - VI

Site of delivery of instruments/equipments in the University campus

Department of Microbiology, Academic Block -1, MGSU, NH-15,
Jaisalmer Road, Bikaner.

Annexure - VII

Form of Bank Guarantee for Security Deposit

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No. _____

Date : _____

Ref. No. _____

To,

The Comptroller
Maharaja Ganga Singh University
Bikaner, Rajasthan

INDIA

Dear Sir or Madam,

THIS AGREEMENT is made on the _____ days of _____ 2016 between [name of the bank] of _____ [address of the bank] (hereinafter called "the Guarantor") of the one part and Maharaja Ganga Singh University Jaisalmer Road, NH-15, Bikaner , Rajasthan, INDIA, (hereinafter called "the University") of the other part.

WHEREAS

(1) this agreement is supplemental to a contract number _____ [insert Contract Number] (hereinafter called "the Contract") made between _____ [name of Contractor] of _____ [address of Contractor] (hereinafter called "the Contractor") of the one part and the University of the other part whereby the Contractor agreed and undertook to execute the works of Supply (Name of Equipment) for MGSU at (Name of Place) against the Contract for the sum of _____ [amount in Contract Currency] being the Contract Price; and

(2) The Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing. NOW, THEREFORE, the Guarantor hereby agrees with the University as follows;

(a) If the Contractor (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the contract or commit any breach of his obligations there under then

Seal & signature of tenderer

29

NIT.....dated.....2016

the Guarantor will indemnify and pay the University the aggregate sum of _____
[amount of Guarantee shall be ten (10) % (Percent) of the said value of
the Contract, _____ [in words], such sum being payable in the types and amount
of currencies in which the Contract Price is payable provided that the University or his
Authorized Representative has notified the Guarantor to that effect and has made a claim
against the Guarantor before the expiry of guarantee period (Thirty six months).

(b) The guarantor shall not be discharged or released from his guarantee by an arrangement
between the Contractor and the University, with or without the consent of the Guarantor, or
by any alteration in the obligations undertaken by the Contractor, or by any forbearance on
the part of the Contractor, whether as to payment, time, performance, or
other wise, any notice to the Guarantor of any such arrangement, alteration, or forbearance
is hereby expressly waived.

This guarantee shall be valid until forty five (45) days from the date of expiry of warranty
period of the equipment supplied as specified in the Contract.

Given under our hand on the date first mentioned above.

SIGNED BY _____

For and on behalf of the Guarantor

(Seal of Guarantor)

In the presence of

(Witness)

Annexure - VIII

**Form For Contract Agreement For Supply Of
(Name of Equipments With Quantity And Instrument / Equipment Code No)**

AGREEMENT

An Agreement made this _____ Day of _____ 2016 between M/s

_____ (hereinafter called "The approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part) and Maharaja Ganga Singh University, Bikaner (hereinafter called purchaser which expression shall where the context so admits, be deemed to include his successors in office and assigns) of other part.

1. Whereas the approved supplier has agreed with the Maharaja Ganga Singh University, Bikaner to supply to the University, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended here with and the rates set forth in the purchase order.

2. And whereas the approved supplier has deposited a sum of
Rs _____ in _____. Bank guarantee/ Cash / Bank Draft /Banker Cheque
No _____ dated _____.

3. Now these Presents Witness-

I. In consideration of the payment to be made by the MGSU (the purchaser) through cheque at the rates set forth in the schedule hereto appended the approved supplier, will duly supply the said articles set forth and there of in the manner set forth in the conditions of the tender and contract.

II. The conditions of the tender and contract for open tender enclosed to the **Tender Notice No. MGSU/STORE/ 187 Dt. 15.3.2016** and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

III. Letter Nos. _____ Dated _____ received from tenderer and Letter No. _____ dated _____ issued by the MGSU and appended to this agreement shall also form part of this agreement.

Seal & signature of tenderer

31

NIT.....dated.....2016

IV. (a) The MGSU do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the MGSU will through pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The Mode of payment will be as per tender document.

V. The delivery shall be affected and completed within the period specified in the supply order.

VI (i) In case of extension in the delivery period with Liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-

(a) Delay upto one fourth of the prescribed delivery period. 2.5%

(b) Delay exceeding one fourth but not exceeding half of the 5% prescribed Delivery period.

(c) Delay exceeding one fourth but not exceeding three 7.5% fourth of the prescribed delivery period.

(d) Delay exceeding three fourth of the prescribed delivery period 10%

Note:-(i) Fraction of a day in reckoning period of delay in supply shall be eliminated if it is less than half a day.

(ii) The Maximum amount of agreed liquidated damages shall be 10%.

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for to the immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

4. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

5. Approved rates are valid for the period of one year from the date of execution of first agreement, which may be extended for another one year with mutual consent.

6. The approved supplier hereby agree to provide the service / repairing of the(Name of equipment with quantity) during warranty period by his authorised dealer or by his office.

7. The approved supplier will provide the service /repairing of the(Name of equipment with quantity) through AMC / CMC after expiry of warranty period by his authorised dealer or by himself on mutually agreed rates for three years after expiry of warranty.

8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Hon.Vice Chancellor, MGSU and the decision of the same shall be final.

In witness where of the parties hereto have set their hands on the _____ Day of _____ 2015.

Signature For and On behalf of
the Supplier.

Dated

1.Witness

2.Witness

Signature For and on of
behalf of MGSU, Bikaner

Dated

1.Witness

2.Witness

Annexure - X

For Instruments and Equipments only.

Guidelines for Service Contract

(Annual Maintenance Contract / Comprehensive Maintenance Contract)

- 1. The proposals for maintenance of equipment should be submitted for 3 years (Charges per year) after guarantee period of minimum 36 months with spare & parts. The amount for the maintenance contract be mentioned for each equipment per year with tender document**
2. Maintenance & visits as & when required will be provided under service contract.
3. The firm shall depute service engineer to attend break down calls within 72 hrs from the receipt of the call from client. In the event of failure on the part of the firm in attending to the preventive maintenance visit or in attending breakdown calls within 72 hrs., the University, will have the right to make the recovery by way of compensation @ 2% of the AMC Contract value per day. However firm shall not be responsible for delay in services due to non-availability of spares or due to any reason beyond its control & the duration of service contract will be increased /extended by such period.
4. The payment will be made on half yearly basis after satisfactory service within 60 days from the date of receipt of the bill. Notwithstanding anything here-in-above provided it will be the responsibility of firm to see that the system including equipment as a whole (including accessories, software) is kept in well working condition during the full period of contract besides the time reasonably & naturally required in rectification / servicing etc. The points of disputes being mutually decided circumstantially on which the decision of the undersigned shall be final & binding on firm.

Signature of Tenderer
With Date, Seal & Address

Comptroller
Maharaja Ganga Singh University

Seal & signature of tenderer

34

NIT.....dated.....2016

Annexure - XI

UNDERTAKING

(To be given by Principal Manufacturer)

I.....(Name),
..... (designation), for and on behalf
of M/s(name of the firm), hereby,
solemnly affirm to give undertaking that I (we) will, after the expiry of guarantee period, if
required, be responsible for annual Maintenance of the supplied item/equipment with
reasonable charges and in any case, will not demand AMC charges at the higher than what
we would be charging to our customers whether Govt./Semi-govt. or Private
Institutions/Organizations. We also give an undertaking that we will arrange for all spare
parts of the quoted model during the period of its annual maintenance and the rate of such
spare parts shall not be higher than our published price list.

Signatures of Authorized Signatory

Place Designation

Date Seal

Annexure - XII

CHECK LIST FOR THE BIDDER

1. Bid on original Tender form only.
2. EMD against each instrument / equipments.
3. Earnest money or necessary documentary proof for exemption of earnest money with the part I of the bid. The technical specification should be in Annexure II
4. Price bid must be Part II of the bid in the form provided at Annexure-III of the tender document. It should be in a separate envelope.
5. The Basic Price, Taxes, Packing, Forwarding, Handling, Transportation Insurance, Installation charges, Training etc. must be quoted clearly. Do not use vague terms like "As Actual, Approximately etc".
6. Do not use the terms As per Specification of Tender Documents' in respect of instruments. There should be proper write up of product quoted for supported with printed leaflets literature.
7. In case the bidder desires to quote more than one item, separate envelope should be submitted (technical bid in Annexure II & price bid in Annexure III) for individual item super scribing Sl. No. number and name.
8. The delivery of equipments/ accessories/ spares will be taken at labs at the address as mentioned at Annexure- VI
9. The supplier will issue an undertaking NO LESSER PRICE' CERTIFICATE Annexure-XIII.
10. The manufacturer will give an undertaking that during warranty and after expiry of comprehensive warranty period, if required, be responsible for annual Maintenance of the supplied item/equipment for providing AMC. Annexure- IV & XI
11. The supplier may provide Bank guarantee/ cash /bank DD/bankers cheque as a security deposit after receiving the supply order in format mentioned at Annexure- VII and agreement on Rs 1000/ Non judicial stamp paper as mentioned in Annexure- VIII
12. The Guidelines for AMC is available at Annexure- X and format for submitting AMC charges is at Annexure- XIV

Seal & signature of tenderer

36

NIT.....dated.....2016

Annexure - XIII

NO LESSER PRICE' CERTIFICATE

I..... (Name) ...
..... (designation), for and on
behalf of M/s(name
of the firm), hereby, certify that the firm mentioned above will not charge or quote lesser
price than the price submitted in Annexure III, if any, to any other purchaser or agency or
institute in India and that the prices offered are the lowest of those offered by us in the
country.

Signatures of Authorized Signatory

Place Designation

Date Seal

Annexure –XIV

**Form for submitting the CAMC charges (i.e.
maintenance with spares)**

Name of Equipment / Instrument (.....)

Equipment / Instrument code No.....

The CAMC charges per year

S.No.	Year	CAMC Charges per year in Rs.
1	I	
2	II	
3	III	

Signatures of Authorized Signatory

Place

Designation

Date

Seal

Seal & signature of tenderer

38

NIT.....dated.....2016

PART-B

Specifications of Instruments & Equipments

Seal & signature of tenderer

39

NIT.....dated.....2016

Instrument	Specification	
Lyophilizer	Manifold for flask attachment	Manifold should have at least 6 ports for holding RB Flasks
	Ice capacity per 24 hours (L)	2 liter / 24 hours
	Total ice capacity (L)	3 liter or higher
	Condenser temperature (°C)	< - 40 °C or better
	Compressor (HP)	1/3 HP
	Electrical	230 V / 50 Hz
	Microprocessor control	Yes
	Hot gas defrosting	Yes
	Temperature display	Yes (°C)
	Vacuum display	Yes with needle valve (inert gas backfill) or better
	Accessories	<p>Stabilizer of suitable capacity for the Freeze Dyer unit.</p> <p>All necessary accessories like at least six no. B29 Flask, 6 No. Rubber adppter for open mouth bottle, 6 No. open mouth bottle etc.</p>
	Other features	<ol style="list-style-type: none"> 1. Auto Defrosting of the system should be a feature 2. There should be special attachment of Pre Freezer. Inbuilt Pre-freezer with capacity of 1.5-2 litres. It should have one set of flask revolving system (at constant speed) mounted on the top of freezing bath. This system should have a clamp which can fit in to the neck of round bottom flasks of various capacities and it should rotate automatically so that the material within can be frozen to freezing bath temp. of -35 to -40 °C.