

Tender Document

**UNIVERSITY OF DELHI
DELHI – 110007**

Cluster Innovation Centre



**E-TENDER DOCUMENT FOR EQUIPMENT
TENDER NOTICE**

Supply and Installation of Deep Freezer (-80 Degree Centigrade)

Invitation for bid Ref. No. : CIC/DSTSERB/2018/003

Issued on : 28-03-2018



Section-1

CLUSTER INNOVATION CENTRE
UNIVERSITY OF DELHI
DELHI-1 10007

Ref. No.: CIC/ DSTSERB/2018/003

Dated:28-03-2018

E-PROCUREMENT TENDER NOTICE

Cluster Innovation Centre, University of Delhi invites tenders under Two Bids System (Technical and Financial) from reputed & eligible agencies through e-procurement for **Supply and Installation of Deep Freezer (-80 Degree Centigrade)**.

Item	Details/Date
Bid Document Download Start Date	28-03-2018, 17:00 HRS
Pre Bid Meeting Date	04-04-2018, 11:00 HRS
Bid Submission Start Date	05-04-2018, 10:00 HRS
Bid Submission End Date	19-04-2018, 17:00 HRS
Bid Opening Date	20-04-2018, 11:00 HRS

Notes:

(i) All details regarding the subject tender are available on our websites www.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.

(ii) Manual/hardcopy bids shall not be accepted.

(iii) For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>. Tenders should be submitted before the end date and time of bid submission. Failing which offer will be liable for rejection. Papers related to company details (Copies of TIN No., PAN No, Sales Tax & Income Tax registration, etc) and product details (Printed product/services specification sheet and other brochure/ leaflets, etc) should also be uploaded by bidders along with bids.

(iv) Clarifications/ queries, if any, can be addressed to the **Dr. Jogeswar S. Purohit**, PI-DSTSERB EMR Grant, Cluster Innovation Centre, University of Delhi on phone no. 9764036065 and email sachin.jogesh@gmail.com

Dr. Jogeswar S. Purohit, PI-DSTSERB EMR Grant
Cluster Innovation Centre, University of Delhi



**CLUSTER INNOVATION CENTRE
UNIVERSITY OF DELHI, DELHI – 110007**

Open Tender Notice No. CIC/DTSERB/2018/003

NOTICE INVITING QUOTATION

Dated: 28/03/2018

SUBJECT: PURCHASE OF DEEP FREEZER (-80 Degree Centigrade)

INVITATION FOR TENDER OFFERS

Cluster Innovation Centre, University of Delhi invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer for supply, installation & commissioning of **Deep Freezer (-80 Degree Centigrade) with three years on site comprehensive warranty** from the date of installation of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/eprocure/app>

TECHNICAL SPECIFICATION:

Technical Specifications
<p>General Specifications:</p> <ol style="list-style-type: none">1. Temperature range should be between -50 to -85 degree or less.2. Should include NON-CFC REFRIGERANTS and Upright system with capacity 365 litre or more.3. Should be a compatible machine having a CO2/LN2 back up system.4. Should be run by two 1 horsepower compressors.5. Should be fitted with latch and handle for ergonomic handling and one hand operation with padlock capability.6. Durable Steel interior with minimum of 4 Inner doors.7. Down-feed evaporator.8. Adjustable solid Stainless Steel shelves.9. Triple -sealing silicone door gasket.10. Insulation should be minimum 5” non-CFC foamed-in-place polyurethane insulation and 4.5” or more in door.11. Should include two 10” tubeaxial fans to provide maximum cooling of the compressor housing.12. Heavy-duty dual wheel swivel locking casters.13. Should have automatic voltage compensator for responding to high and low voltages.14. Powder coated painted body.15. Should have service valves for easy recovery of refrigerants and field servicing.16. Front to back airflow with Removable, cleanable air filter.17. Swingable hinged grill for easy access to filter and battery.18. Should have a vacuum relief port for easy re-entry after door openings.

19. Long heavy duty hinge for ensuring positive closure and uninterrupted service.
20. The microprocessor controller must monitor in one degree C or less increments, with digital display.
21. Temperature probe must be positioned to insure the alarm sounds before the stored product can be affected by a rise in temperature.
22. Battery back-up for the alarm monitoring system.
23. Both visual and audible alarms must alert operator of over and under temperature, power fail, door ajar, and low battery conditions.
24. Dry contacts included for connection to optional remote alarms.
25. Should be CE certified and Warranty should be minimum 2 years on the system and 5 years on compressors.
26. Should be supplied with a suitable servo based stabilizer.
27. Should be supplied with fittings and cylinders for CO2/LN2 backup.

NOTE: 1. The bidder should have Service/Support offices in the New Delhi NCT.

2. The quoted system family should have at least 5 installations in India.

A complete set of tender documents may be downloaded by prospective bidder free of cost from the website <http://eprocure.gov.in/eprocure/app>.

TERMS & CONDITION DETAILS

SL. NO.	Specification
01.	Due date: The tender has to be submitted before the due date. The offers received after the due date and time will not be considered.
02.	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid and Financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format.
03.	Pre – Bid Meeting: A Pre-bid meetings is scheduled as mentioned in the NIT document. The purpose of the meeting is to clarify any concerns bidders may have with the technical specifications, solicitation documents, scope of work and other details of the requirement.
04.	Opening of the tender: The online bid will be opened by a Committee duly constituted for this purpose. Bids (complete in all respect) received will be opened as mentioned at “ Schedule ” [in NIT Document] in presence of bidders representative if available, Only one representative will be allowed to participate in the tender opening. The technical bid will be opened first and it will be examined by a technical committee which will decide the suitability as per our specification and requirement. The financial offer/bid will be opened only for the offer/bid which technically meets all our requirements as per the specification, and will be opened in the presence of the vendor’s representatives subsequently for further evaluation. The bidders, if interested, may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.
05.	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers without assigning any reason.
06.	Pre-qualification criteria: Non-compliance of tender terms, non-submission of required documents, lack

	<p>of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.</p> <ol style="list-style-type: none"> I. Bidders should be the manufacturer / authorized dealer/Stockist. Letter of Authorization from original equipment manufacturer (OEM) on the same and specific to the tender should be enclosed. II. An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. III. OEM should be internationally reputed Branded Company. IV. Authorized Signatory V. <ol style="list-style-type: none"> 1. If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his form with his current address. 2. If the bidder is firm in partnership, the application shall be signed by all the partners of the form above their full type written names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the later case, a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of the partnership deed and the current address of all the partners of the form should accompany the application. 3. If the bidder is limited company or a corporation, the application shall be signed by a duly authorized person holding the power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum and Articles of Association duly attested by a public notary. VI. The bidder should have earned profit in the last three consecutive financial year. Copies of audited balance sheet of the last three financial years duly certified by the chartered accountant may be enclosed as a proof.
07.	<p>Performance Security: The supplier shall require to submit the performance security in the form of an irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is equal to the 10% of FOB value within 21 days from the date of receipt of the purchase order/LC and should be kept valid for a period of 90 days beyond the date of completion of warranty period plus additional AMC period if any.</p>
08.	<p>Force Majeure: The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <ul style="list-style-type: none"> • For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. • If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for

	performance not prevented by the Force Majeure event.
09.	Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.
10.	Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following: <ul style="list-style-type: none"> I. Item Nomenclature II. Order/Contract No. III. Country of Origin of Goods IV. Supplier's Name and Address V. Consignee details VI. Packing list reference number
11.	Delivery and Documents: Delivery of the goods should be made within a maximum of 08 to 16 weeks from the date of placement of purchase order and the opening of LC. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company: <ul style="list-style-type: none"> I. 4 Copies of the Supplier invoice showing contract number, good's description, quantity II. Unit price, total amount; III. Insurance Certificate if applicable; IV. Manufacturer's/Supplier's warranty certificate; V. Inspection Certificate issued by the nominated inspection agency, if any VI. Supplier's factory inspection report; and VII. Certificate of Origin (if possible by the beneficiary); VIII. Two copies of the packing list identifying the contents of each package. IX. The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.
12.	Delayed delivery: If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 0.5% per week and the maximum deduction is 5% of the contract value / price.
13.	Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated. The price should be quoted without custom duty and excise duty, since University of Delhi is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand. In case of import supply the price should be quoted on CIF Basis only and upto Cluster Innovation Centre, University of Delhi, Delhi (final destination).
14.	Notices: For the purpose of all notices, the following shall be the address of the

	<p>Purchaser and Supplier. Purchaser: Dr. Jogeswar S. Purohit Assistant Professor, Cluster Innovation Centre University Stadium, University of Delhi Delhi - 110007</p> <p>Supplier: (To be filled in by the supplier)</p>
15.	<p>Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:</p> <ol style="list-style-type: none"> I. Quantity offered for inspection and date; II. Quantity accepted/rejected by inspecting agency and date; III. Quantity dispatched/delivered to consignees and date; IV. Quantity where incidental services have been satisfactorily completed with date; V. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date; VI. Date of completion of entire Contract including incidental services, if any; and VII. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).
16.	<p>Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <ul style="list-style-type: none"> • After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance. • The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. • In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and

	<p>clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.</p> <ul style="list-style-type: none"> • Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
17.	<p>Resolution of Disputes: The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <ul style="list-style-type: none"> • In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Vice-Chancellor, University of Delhi, Delhi and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. • In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. • The venue of the arbitration shall be the place from where the order is issued.
18.	<p>Applicable Law: The place of jurisdiction would be New Delhi (Delhi) INDIA.</p>
19.	<p>Right to Use Defective Goods If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</p>
20.	<p>Supplier Integrity The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>
21.	<p>Training The Supplier is required to provide training on training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the total equipment.</p>
22.	<p>Installation & Demonstration The supplier is required to done the installation and demonstration of the equipment within one month of the arrival of materials at the Cluster Innovation Centre, University of Delhi site of installation, otherwise the penalty clause will be the same as per the supply of materials.</p>

23.	<p>Insurance: For delivery of goods at the purchaser’s premises, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on “All Risks" basis including War Risks and Strikes. The insurance shall be valid until installation and commissioning.</p>
24.	<p>Incidental services: The incidental services also include:</p> <ul style="list-style-type: none"> • Furnishing of 01 set of detailed operations & maintenance manual. • Arranging the shifting/moving of the item to their location of final installation within Cluster Innovation Centre, University of Delhi premises at the cost of Supplier through their Indian representatives.
25.	<p>Warranty:</p> <p>1. Warranty period shall be 36 months from date of installation of Goods at the Cluster Innovation Centre, University of Delhi, the site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.</p> <p>Note: <i>If a different period of warranty has been specified in the “Technical Specifications” then the period mentioned above shall stand modified to that extent.</i></p> <p>2. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p>
26.	<p>Governing Language</p> <p>The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.</p>
27.	<p>Applicable Law</p> <p>The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.</p>
28.	<p>Notices</p> <ul style="list-style-type: none"> • Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex or e mail and confirmed in writing to the other party’s address. • A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

29.	<p>Taxes and Duties Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, VAT in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.</p>
30.	<p>Agency Commission: Agency commission if any will be paid to the Indian agent in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.</p>
31.	<p>Payment: Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in the favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment.</p> <ul style="list-style-type: none"> • For INR portion of the quotes, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at Cluster Innovation Centre, University of Delhi in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee. • For Imports, LC will be opened for 100% CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the INST site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions. • Indian Agency commission (IAC), if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items. All the bank charges within India will be borne by University of Delhi and outside India will be borne by the Supplier.
32.	<p>User list: Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided.</p>
33.	<p>Manuals and Drawings</p> <ul style="list-style-type: none"> • Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications. • The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract. • Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.
34.	<p>Application Specialist: The Tenderer should mention in the Techno-</p>

	Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office.
35.	Site Preparation: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier shall visit the Institute and see the site where the equipment is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre-installation requirements.
36.	Installation: The equipment or machinery has to be installed or commissioned by the successful bidder within 30 days from the date of receipt of the item at Cluster Innovation Centre, University of Delhi. In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. Cluster Innovation Centre, University of Delhi will not be liable to any type of losses in any form.
37.	<p>Spare Parts The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> I. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and II. In the event of termination of production of the spare parts: III. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and IV. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. <p>Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within six weeks of placement of order.</p>
38.	Defective Equipment: If any of the equipment supplied by the Tenderer is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 45 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, Cluster Innovation Centre, University of Delhi may consider " Banning " the supplier.
39.	Termination for Default

	<p>The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:</p> <ol style="list-style-type: none"> I. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or II. If the Supplier fails to perform any other obligation(s) under the Contract. III. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this Clause:</p> <ol style="list-style-type: none"> I. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. II. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition. <ul style="list-style-type: none"> • In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
40.	<p>Warranty/Guarantee: The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The tender must be quoted with three (03) year on-site comprehensive warranty/guarantee which will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.</p>
41.	<p>Downtime: During the warranty period not more than 5% downtime will be permissible. For every day exceeding permissible downtime, penalty of 1/365 of the 5% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.</p>
42.	<p>Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of one week at the supplier’s cost.</p>
43.	<p>Disputes and Jurisdiction: Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within New Delhi.</p>
44.	<p>Compliancy certificate: This certificate must be provided indicating conformity to the technical specifications.</p>
45.	<p>Acknowledgement: A certificate with “<i>It is hereby acknowledged that we have gone through all the conditions mentioned above and we agree to abide by them.</i>” Must be provided.</p>

COMPLIANCE SHEET

TECHNICAL SPECIFICATIONS:

Technical Specifications	Yes / No
<p>General Specifications:</p> <ol style="list-style-type: none"> 1. Temperature range should be between -50 to -85 degree or less. 2. Should include NON-CFC REFRIGERANTS and Upright system with capacity 365 litre or more. 3. Should be a compatible machine having a CO2/LN2 back up system. 4. Should be run by two 1 horsepower compressors. 5. Should be fitted with latch and handle for ergonomic handling and one hand operation with padlock capability. 6. Durable Steel interior with minimum of 4 Inner doors. 7. Down-feed evaporator. 8. Adjustable solid Stainless Steel shelves. 9. Triple -sealing silicone door gasket. 10. Insulation should be minimum 5” non-CFC foamed-in-place polyurethane insulation and 4.5” or more in door. 11. Should include two 10” tubeaxial fans to provide maximum cooling of the compressor housing. 12. Heavy-duty dual wheel swivel locking casters. 13. Should have automatic voltage compensator for responding to high and low voltages. 14. Powder coated painted body. 15. Should have service valves for easy recovery of refrigerants and field servicing. 16. Front to back airflow with Removable, cleanable air filter. 17. Swingable hinged grill for easy access to filter and battery. 18. Should have a vacuum relief port for easy re-entry after door openings. 19. Long heavy duty hinge for ensuring positive closure and uninterrupted service. 20. The microprocessor controller must monitor in one degree C or less increments, with digital display. 21. Temperature probe must be positioned to insure the alarm sounds before the stored product can be affected by a rise in temperature. 22. Battery back-up for the alarm monitoring system. 23. Both visual and audible alarms must alert operator of over and under temperature, power fail, door ajar, and low battery conditions. 24. Dry contacts included for connection to optional remote alarms. 25. Should be CE certified and Warranty should be minimum 2 years on the system and 5 years on compressors. 26. Should be supplied with a suitable servo based stabilizer. 27. Should be supplied with fittings and cylinders for CO2/LN2 backup. 	

Signature of Bidder

Name: _____

Designation: _____

Organization: _____

Contact No.: _____

ANNEXURE – II

<< Organization Letter Head >>

DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We, further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document.

The prices quoted in the financial bids are subsidized due to academic discount given to Cluster Innovation Centre, University of Delhi.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	

(Signature of the Tenderer)

Name: _____

Seal of the Company

ANNEXURE – III

<< Organization Letter Head >>

Covering Letter/Tender Acceptance Letter

(Format of the letter to be submitted by the Vendor on company LETTER-HEAD)

To

Dr. Jogeswar S. Purohit

Assistant Professor, Cluster Innovation Centre

University of Delhi

Delhi

Date:

Dear Sir,

Sub: Your tender for Supply & Installation of _____ as per specifications in your Tender.

With reference to your tender, and after having examined and understood the instructions, terms and conditions specified in the tender, we hereby enclose our offer for the supply of the following services as detailed in your tender.

Equipment Description	Make and Model offered	Tender Reference No.

We further declare that

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in it's totality/entirely.
5. I/we do hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.

6. I/we certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred letter and enclosures. We also understand that the Cluster Innovation Centre, University of Delhi is not bound to accept the offer either in part or in full and that the Cluster Innovation Centre, University of Delhi has right to reject the offer in full or in part without assigning any reasons whatsoever.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date

ANNEXURE – IV

<< Organization Letter Head >>

To

Dr. Jogeswar S. Purohit

Assistant Professor, Cluster Innovation Centre

University of Delhi

Delhi

Details of service and support

Name of the Vendor _____

S. No.	Place	Own Office/Franchise	Postal Address	Contact Person & Contact Details	Number of engineers	Service Facilities available (Describe in detail)

Signature

Date:

Name:

Designation

<< Organization Letter Head >>

Warranty Compliance Statement

To

Dr. Jogeswar S. Purohit

Assistant Professor, Cluster Innovation Centre

University of Delhi

Delhi

Dear Sir,

Subject: Supply and Installation of

This bears reference to our quotation Ref _____ Dated _____.

We warrant that everything to be supplied by us shall be brand new, free from all defects and faults in material, workmanship and manufacture, and shall be of the highest grade, quality, and consistent with the established standards for materials specification, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient operation.

We also confirm that all service related complaints will be attended within a period of one week.

During the warranty period of years, in case the equipment fails, we will provide all services to complete repairs within a week free of charge.

Yours faithfully

Signature (Name & Designation)

Date: