

## **E-Tender Document**

**UNIVERSITY OF DELHI**

**Department of Chemistry**



## **E-TENDER DOCUMENT FOR PROCUREMENT OF GOODS**

**Volume 1-Technical Bid**

**Equipment: Analytical Balance**

<b>Invitation for bid Ref. No.</b>	<b>Ref No. CSIR- 02(0332)/18/EMR-II/1</b>
<b>Issued on</b>	<b>07-08-2018</b>

**Dr. Kovuru Gopalaiah**

Department of Chemistry, University of Delhi, Delhi-110007

Phone: 91-9999330689 and

Email: gopal@chemistry.du.ac.in, gopalaiah@gmail.com

## INDEX

Section	Content	Page No.
<b>Volume I. Procurement of bids – Technical bid</b>		
Section No. 1	Notice inviting Tender (NIT)	3
Section No.2	Check list of documents to be submitted (Online and physical submission)	4
Section No. 3	Instructions to Bidders	5
Section No. 4	General Terms and conditions	11
Section No. 5	Prescribed formats of documents to be submitted	17
Annexure –I	Format for the covering letter	18
Annexure –II	Format for Manufacturer’s authorization form	19
Annexure –III	Format for Company profile	20
Annexure –IV	Format for non-blacklisted certificate	21
Annexure –V	Format for providing details of 3 major projects	22
Annexure –VI	Format for providing details of service center	23
Annexure -VII	Format for Warranty compliance statement	24
Annexure- VIII	Format for technical deviation (if any)	25
Annexure - IX	Format for commercial/Price bid deviation (if any)	26
Section No.6	<b><u>Technical specifications</u></b> of desired equipment <b><u>Analytical Balance</u></b>	27

## Section 1 -Notice Inviting Tender

Dr. Kovuru Gopalaiah, Assistant Professor, Principal Investigator of CSIR project 02(0332)/18/EMR-II/1, Department of Chemistry, University of Delhi, on behalf of The Registrar, Univ. of Delhi, Delhi -110007 invites **Online Open Tender under Two Bids system** (Technical and Financial bids) from reputed manufacturers or their authorized agents for the **supply and installation of equipment listed below:**

S. No.	Item name	Quantity	Tender Ref. No.
1	<b><u>Analytical Balance</u></b>	01	Ref No. CSIR-02(0332)/18/EMR-II/1

The complete bid documents can be downloaded from the University website :[www.du.ac.in](http://www.du.ac.in), or from the Central Public Procurement portal: [www.eprocure.gov.in](http://www.eprocure.gov.in). **Physical submission of bids will not be accepted**

A)	Date of commencement of e-tender document and availability on the website: <a href="http://www.du.ac.in">www.du.ac.in</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	DATE: 07-08-2018 Time 11:00 AM
B)	Last date for sale of bidding document	DATE: 28-08-2018 Time 5:00 PM
C)	Last date and time for submission of bids <b><u>online</u></b>	DATE: 28-08-2018 Time 3:00 PM
D)	Date and Time of opening of Technical bids	DATE: 29-08-2018 Time 3:00 PM
E)	Date and time of opening Financial bids	DATE: 31-08-2018 Time 2:00 PM
F)	Address for all communication	Room No.: 003, Multistoried Building, Department of Chemistry, University of Delhi, North Campus, Delhi-110007

**Date: 07-08-2018**

## Section No. 2 Check-list for Bid Submission

The bidders must fill up this check list, and ensure the submission of the following:

(i) Documents (signed and stamped), (ii) Attachments, certificates, letters to be uploaded etc.

			(Yes/No)
<b>Online submission:</b>			
Upload No. 1	Following documents <b>(signed + stamped)</b> to be up-loaded		
	(a)	Covering letter .....as per prescribed format – <b>Annexure-I</b>	
	(b)	Manufacturer's authorization form as per prescribed format – <b>Annexure II</b>	
	(c)	Company profile in.....as per prescribed format – <b>Annexure III</b>	
	(d)	Not-blacklisted certificate.....as per prescribed format – <b>Annexure IV</b>	
	(e)	Details of 3 recent major projects..... in prescribed format – <b>Annexure V</b>	
	(f)	Service center details..... in prescribed format – <b>Annexure VI</b>	
Upload No.2		ISO 9001 and CE Certificates of company (certifications)	
Upload No.3		Income tax clearance certificates of the authorized representative.	
Upload No.4		List of users of similar equipment in India where the instrument is working successfully for more than 5 year.	
Upload No.5		Copies of any recent purchase orders received from Govt., or Educational institutions (without price information).	
Upload No.6		Submit <b>Technical specs</b> of your product (un-priced)	
Upload No.7		Warranty compliance statement .....as per prescribed format <b>Annexure VII</b> Deviation in Technical specifications as per prescribed format <b>Annexure VIII</b>	

## Section – 3: Instructions to Bidders

The Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding document, and shall be binding till the completion of the contract, unless modified in between. Failure to furnish all information required in the bidding documents, or submission of a bid not satisfying the requirements may result in the rejection of the bid.

### 3.1 Eligibility Criteria

Only such of the bidders who meet the eligibility criteria specified below will be eligible to respond to this notice inviting tender (NIT). The pre-qualification criteria for the participating bidders are as given below:

3.1.1 The Bidder should be Registered Firm/Company or OEM / Authorized Dealer/Distributor /Supplier of OEM. As proof of same an attested copy of TIN No. and PAN No should be submitted. Sales Tax & income Tax registration also need to be furnished along with the technical bid. Bids from authorized distributors/ dealer/supplier of OEM shall also be accepted, subjected to the furnishing of a certificate from OEM authorizing them to bid on their behalf.

3.1.2 The bidder should be provided latest Income tax clearance certificate.

3.1.3 The bidder should be in the business of supplying Equipment/ Machinery to reputed Educational institutes (Institutions and recognized Universities etc.).

3.1.4 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, and operate under commercial law, and are not a dependent agency of the Purchaser.

3.1.5 The bidder or OEM should have certification of ISO9001/ISO14001/ISO18001, CE and USFDA as per requirement. Copies of these certifications should be enclosed with the Technical bid

3.1.6 Bidder should provide list of customer(s) to whom similar type of items have been supplied

3.1.7 Bidder should not be blacklisted by Central Government, State Government or any other Institute(s) / Organization.

3.1.8 The bidder may be asked to arrange demonstration of the equipment offered.

3.1.9 The bidder must have GST number or registration under GST.

### 3.2 Cost of Bidding

3.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, To the Chemistry Department, University of Delhi, hereinafter referred to as "the Purchaser", and the "purchaser" will in no case be responsible, or liable for these costs, regardless of the conduct or outcome of the bidding process.

### 3.3 Clarification of Bidding Documents

3.3.1 A prospective Bidder requiring any clarification on the bidding documents may notify the Purchaser in writing or by e-mail, at the Purchaser's mailing address indicated in the Invitation for Bids. The

Purchaser will respond in writing/e-mail to any request for clarification of the bidding documents only when received before the deadline for submission of bids through online, as prescribed by the Purchaser. Written copies of the Purchaser's response (including explanation of query but without identifying the source of inquiry) will be sent to all prospective bidders who have received the bidding documents.

### 3.3.2 **Pre-Bid meeting:**

A pre-bid meeting with the prospective bidders shall be held at the address mentioned below. Bidder may meet the representative of purchaser/indenter to seek clarification on the Bid document.

**Venue** : Room No.: 003, Multistoried Building, Department of Chemistry, Univ. of Delhi, Delhi-110007.

## 3.4 **Amendment of Bidding Documents**

3.4.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment, and upload the Corrigendum.

3.4.2 All prospective bidders who have received the bidding documents will be notified of any amendment in writing or by e-mail, and this will be binding on them.

3.4.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids, and a Corrigendum will be uploaded accordingly.

## 3.5 **Preparation of Bids**

### 3.5.1 **Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language.

In case, the supporting documents and printed literature furnished by the Bidder are in some other language, then an accurate translation in the English language must be provided.

### 3.5.2 **Documents Constituting the Bid**

The bid is required to be submitted in **two parts** separately

- One part is the **Un-priced Technical Bid**, and
- The other part is the **Financial/Price Bid**.

#### I) **Technical bid (un-priced)**

The Technical bid (un-priced) prepared by the Bidder shall include the

Following documents without indicating the price in the technical Bid

The Technical offer should be complete in all respects, and submitted **Online**.

1. **Annexure I** Covering letter as per given format
2. **Annexure II** Manufacturer's Authorization Form (as per format)
3. **Annexure III** - Attach information on The Company profile as per (format)
4. **Annexure IV**- (as per format) Certificate from the vendor not blacklisted.
5. **Annexure V** Details of 3 major projects (as per format)
6. **Annexure VI** Details of Support / Service Centers (as per format)
7. **Annexure VII** Warranty compliance statement (as per format)

8. **Technical Bid as per the desired tender specification (un-priced)**
9. **Annexure VIII** - Fill in the Technical deviation (if any, as per format)
10. **Attach soft copy of the** Printed product specifications and leaflets describing the product and the Model No. offered in the bid.

### **Technical Bids with incomplete documentation & details shall be rejected**

#### **II. Instructions for Financial/Price Bid**

1. The Price/Financial Bid shall include all the details as per the format.
2. No agency commission should be specified by the foreign vendor in the price bid. Univ. of Delhi does not deal with the payment of any agency commission in Indian Rupee to the Indian authorized representative/dealer.
3. The Bidder shall indicate the unit price and total bid price of the goods it proposes to supply under the order and enclose it with the price bid.
4. Price indicated shall be entered separately for each item.
5. Please note Univ. of Delhi is exempted from payment of Excise/Customs Duty. Please mention the applicable taxes (GST/VAT/CST/Service) clearly. We don't issue any 'Form C' or 'Form D'. If there is no explicit mention of taxes in your offer then the quoted price will be deemed inclusive of such taxes. No other charges except those mentioned clearly in the offer will be paid.
6. Rates should be quoted for delivery upto the University of Delhi, Delhi. If ex-works price are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such offers shall be treated as incomplete and rejected, where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete.
7. Price indicated shall be entered separately in the following manner
8. Price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
9. If the supply is made on INR value the **Insurance** shall cover from **ex-works to destination** at Chemistry Department, University of Delhi, Delhi-110007.
10. For all imported goods, and supplied by Foreign principals, the price shall be quoted in Indian currency.
11. **Period of Validity of Bids**. Bids shall remain valid for 90 days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

### **Price Bids submitted with incomplete documentation & details shall be rejected**

12. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by e-mail, or fax). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

13. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

14. Format and Signing of Bid.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be signed by person authorized to submit the bid.

### **3.6 Submission of Bids**

1. Online Submission on e-portal

The bid should be submitted electronically on E- Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) on/before the closing date/time mentioned in the notice inviting tender.

### **3. Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after the bid's submission; provided a written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

No bid may be modified subsequent to the deadline for submission of bids.

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form or after placing the purchase order by the purchaser. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

### **4. Opening of Bids by the Purchaser**

The Purchaser will open all Techno Commercial (Un-priced Bids), in the presence of Bidders' representatives who may choose to attend, as per the schedule given in invitation to bids.

### **3.7 Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered, or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained.

### **3.8 Preliminary Examination**

1. The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper authorization shall be treated as non-responsive and rejected summarily.

2. Arithmetical errors in the price bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.

3. The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid in terms of specifications and clauses of the bid document, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

4. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the specifications and terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security. Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

5. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

6. After downloading, the language of standard clauses etc., mentioned in the 'Bid Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected immediately.

### **3.9 Evaluation & Comparison of Bids**

For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

a) Indigenous Offers

The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.

b) Imported Offers

The price for imported items shall be INR and price shall be the basis of evaluation.

c) Imported Vs. Indigenous Offers

The final landing cost of purchase taking into account, tentative/estimated freight, forwarding, insurance, taxes etc. (CIF/CIP with customs clearance charges, Bank/LC charges, transportation up to University of Delhi as per available records with University of Delhi, for imported goods) or in the best judgment of decision making authorities shall be the basis of evaluation.

Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc., will be ignored. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful tenderers.

Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc such offers shall be rejected as incomplete. Therefore quotations showing only Ex-Works (EXW) prices shall be rejected summarily.

### **3.10 Award Criteria**

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

#### **Purchaser's Right to vary Quantities at Time of Award**

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

#### **Purchaser's Right to Accept Any Bid and to Reject any, or All Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

### **3.11 Notification of Award**

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail that the bid has been accepted by way of a Purchase Order. Upon the successful Bidder's furnishing of performance security the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security.

### **3.12 Signing of Contract**

At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form (Purchase order), and will expect an order Acknowledgement promptly.

### **3.13 Supply**

Shipment will be made up to the Department of Chemistry, University of Delhi.

In case of replacement/ short supplies, all the charges like Freight Insurance, Custom Duty and clearance shall be borne by the supplier themselves.

## **Section 4. General Terms and Conditions**

### **1. Documentation**

The vendor shall furnish, as part of its tender offer, documents establishing the vendor's eligibility to participate in the tender and its qualifications to perform the Contract. The documentary evidence of the vendor's qualifications to perform the Contract, shall establish to the University of Delhi's satisfaction that the vendor is eligible as per the criteria outlined in the Eligibility Criteria.

### **2. Non-transferable Tender**

This tender document is not transferable. Only the vendor, who has purchased this tender, is entitled to quote.

Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

No new partner / partners shall be accepted in the firm by the contractor in respect of the contract unless he / they agree to abide by all its terms and conditions, and deposits with the tendering authority a written agreement to this effect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

### **3. Offer validity Period**

The offer should hold good for a period of **90 days** from the closing date of the tender. Any offer falling short of the validity period is liable for rejection.

### **4. Manufacturer's Authorization Form**

Vendors must submit a letter of authority from their manufacturers that they have been authorized to attend the Tender opening of the Technical bid.

### **5. Alternative offers**

Each offer should specify only a single solution for each item which is cost -effective and meets the tender specifications, and should not include alternatives.

### **6. Costs**

The offer (**commercial bid**) should include the following:

- Cost of the equipment inclusive of all **taxes & statutory levies**, and charges for delivery, and onsite installation in the campus of University of Delhi, Delhi-110007

- The University shall provide Excise/Customs duty exemption certificates, and on imported/custom bonded items. The University does not provide the concession certificates towards the exemption of sale tax, or any other incidents of tax.
- **1 year onsite comprehensive warranty** covering all parts & labor is mandatory. This period will start from the date of installation and successful acceptance of all the goods by the University of Delhi.
- **Insurance** to cover equipment delivery up to the site of installation & successful acceptance of the equipment at University of Delhi.
- Special **discounts/rebates**, wherever applicable, keeping in view that the supplies are being made to an educational institution, may please be indicated in commercial bid only.
- Payment terms and conditions should be clearly defined, and their acceptance as per the requirements in this Tender.
- Wherever applicable, rates under duty exemption/high sea sales agreement should be quoted. The Quotes for this should be in INR (Indian Rupees) only. Note: Univ. of Delhi is exempted from Excise duty, and customs/excise duty exemption certificates will be provided.

## **7. Erasures or Alterations**

The offers containing unauthenticated erasures or alterations will not be considered. There should be no unauthenticated handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. University of Delhi may treat offers not adhering to these guidelines as unacceptable.

## **8. Modifications and Withdrawal of Offers**

The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by University of Delhi prior to the closing date and time prescribed for online submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for online submission of offers.

## **9. Preliminary Scrutiny**

University of Delhi will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether the required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The University of Delhi may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This

shall be binding on all vendors and University of Delhi reserves the right for such waivers.

#### **10. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, University of Delhi may, at its discretion, can ask some or all vendors for clarifications on their offer. The request for such clarifications and the response will necessarily be in writing. If deemed necessary, the vendor is required to give a presentation/arrange a demo of the items offered, at the venue decided by the University of Delhi.

#### **11. Verification**

The University of Delhi reserves the right to verify any, or all statements made by the vendor in the tender document, and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

#### **12. No Commitment to Accept late/incomplete bids**

University of Delhi shall be under no obligation to accept any received bids, received late, or incomplete offers without assigning any reason whatsoever. University of Delhi will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

#### **13. Short-listing of Vendors**

University of Delhi will create a shortlist of technically qualifying vendors and the commercial offers of only these vendors will be opened. Technically qualified bidders will be invited, and the Commercial Offers of the short-listed vendors will be opened in their presence and the committee members. If there is a discrepancy between words and figures, the amount indicated in words will prevail.

#### **14. Award Criteria**

The contract will be awarded based on the evaluation of technical bids, and the commercial bids of the technically qualified vendors only.

#### **15. Delivery & Installation Period**

The University of Delhi would like to have the following time schedule for completion of the activities from the date of placement of orders.

##### **Delivery: 2 months.**

- a) Installation, commissioning of the equipment, testing & setting up the unit for continuous operation must be completed within 2 -3 weeks of the arrival of the equipment at Dept. of Chemistry, University of Delhi. It would be negotiable, if found necessary.

- b) The vendor shall be responsible for 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 vendor shall be liable to make good such loss and shortage found at the checking / inspection of the material by the consignee. No extra cost on such account shall be admissible. Insurance coverage must be provided till the final destination Dept. of Chemistry, University of Delhi, Delhi-110007.
- c) Delivery to take place at the scheduled destinations as specified by the University of Delhi in its **Purchase Order**.

## **16. Payment Terms**

Payment will be made to the vendor against delivery of the equipment by opening of L/C or via wire transfer (TT)

## **17. Completeness of the contract**

The contract will be deemed as incomplete if any component of the hardware, software, or any documentation / media relating thereto is not delivered, or is delivered but not installed, and /or not operational, or not acceptable to the Indenter after acceptance testing / examination. In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The Warranty period will commence only on acceptance (based on acceptance test) of equipment by the Indenter.

## **19. Warranty**

- a) One year onsite comprehensive warranty covering all parts. Consumable items, & labor from the date of acceptance of the systems by University of Delhi. During the warranty period, the vendor will have to undertake comprehensive maintenance of the entire equipment, including hardware, software, equipment and accessories supplied by the vendor at the site of installation.
- b) The vendor should have a **service center** in the city of Delhi/Delhi NCR to ensure that the Technicians are attended within a period of 5 hours after the complaint is lodged on working days, and within a period of 12-24 hours on holidays. Repairs if any should be completed within 48 hours.
- c) The Vendor shall be fully responsible for the manufacturer's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the manufacturer/Vendor, or any defect that may develop under normal use of supplied equipment during the warranty period.

- d) The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract, or otherwise.

## **20. Order Cancellation**

**University of Delhi also reserves the right to cancel the order in the event of one or more of the following circumstances:**

- Delay in delivery and installation beyond a period of **2 months** from the date of opening of Letter of Credit wire transfer or issue of Purchase order whichever is later.
- Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
- Breach by the tenderer of any of the terms and conditions of the tender.
- Any action by the vendor which is in breach of law or accepted practices in commercial transactions.
- If the Vendor goes into liquidation voluntarily or otherwise

## **21. Indemnity to Bank**

The Vendor should furnish a photocopy of the Agreement with their Principals in respect of all products offered. Further, the vendor shall indemnify University of Delhi and keep indemnified against any loss or damage that the University of Delhi may sustain on account of any violation of patents, trademark etc., by the vendor in respect of the products supplied.

## **22. Guarantee**

The equipment must conform to the highest quality and standard. All equipment, hardware and related software, must be supplied with their original and complete printed documentation. Consistency must be maintained for the entire lot of the equipment offered. All the required quantity of an item in schedule of requirement must be of the same brand and same model number. The Vendor should not substitute any internal components or subsystems of equipment by similar items from a different manufacturer. All the equipment and peripherals should be supplied with the relevant interface cables.

## **23. Publicity**

Any publicity by the vendor in which the name of University of Delhi is to be used should be done only with the explicit written permission of University of Delhi.

## **24. Force Majeure**

The vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of University of Delhi in fires, floods and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify University of Delhi in writing of such conditions and the cause thereof within twenty calendar days unless otherwise directed by University of Delhi in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, University of Delhi and the vendor shall hold consultations with each other in an endeavor to find a solution to the problem. Not with-standing above, the decision of University of Delhi shall be final and binding on the vendor.

## **25. Resolution of Disputes**

University of Delhi and the vendor shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, University of Delhi and the Vendor have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration. The **Vice Chancellor, University of Delhi**, shall appoint a **Sole Arbitrator** of the dispute who will not be related to the contract and whose decision shall be final and binding.

## **26. Jurisdiction**

Any dispute arising out of this purchase shall be under the jurisdiction of the courts of Delhi.

**27. Income Tax** may be deducted at source as per rules.

**28.** Vendors may be subject to a financial viability check and may be required to give a bank, or corporate guarantee

**29.** In case of bids representing foreign companies with established Principals, the order shall be placed only in the name of the foreign principal company.

## Section 5

Prescribed formats for documents to be submitted

Along with the Technical bid

Annexures (I to IX)

## Annexure – I

### Covering letter

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

Date:

To  
The Registrar  
University of Delhi  
Delhi-110007

Dear Sir,

Sub: Your tender for Supply & Installation of **Analytical Balance** 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 items as detailed in your tender.

Equipment description	Make and Model offered	Tender Reference No.

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 University is not bound to accept the offer either in part or in full and that the University 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 II**

(Note: This letter of authority should be on the Letter-Head of the manufacturing concern, and should be signed by a competent person of the manufacturer)

### **Manufacturer's Authorization Form (MAF)**

Ref: No. ....

Date.....

To  
The Registrar  
University of Delhi  
Delhi-110007

Dear Sir,

Tender Reference .....

We.....who are established and reputable manufacturers of.....having factories at.....and.....do hereby authorize M/s. ....(Name and address of Representative/Agent/Dealer) to offer, negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender, and the contract for the equipment and services offered against this invitation for tender.

Yours faithfully,

Authorized Signatories  
(Name & Designation)  
Date:

### **Annexure - III**

(Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a competent person of the manufacturer)

#### **Company Profile**

**Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.**

<b>S. No</b>	<b>Item</b>	<b>Details</b>
1	Name of Company	
2	Mailing Address	
3	Telephone and Fax numbers	
4	Date of registration of the Company	
5	Year of commencement of Business	
6	Name and designation of the person authorized to make commitments to the University	
7	Contact details of the person authorized to make commitments to the University	
8	Turn-over of the company 2013-2014 2014-2015 2015-2016 2016-2017 2017-2018	
9	Profit of the company 2013-2014 2014-2015 2015-2016 2016-2017 2017-2018	
10	Sales Tax Number/ TIN Number/GST Number	
11	PAN Number	
12	Whether direct manufacturer (OEM) or authorized dealer/representative	

Signature (Name & Designation)

Date:

## **Annexure IV**

(Note: This letter should be on the Letter-Head of the manufacturing Concern and should be signed by a competent person of the manufacturer)

CERTIFICATE FROM THE VENDOR STATING THAT THE COMPANY HAS  
NOT BEEN BLACKLISTED BY ANY GOVERNMENT ORGANISATION

The Registrar  
University of Delhi  
Delhi

Dear Sir,

This is to certify that M/s \_\_\_\_\_ has not been blacklisted by any Government Organization before submission of the tender document.

Yours faithfully,

Authorized Signatory

Name:  
Designation:

Date:

For and on behalf of M/s \_\_\_\_\_

## Annexure V

### Details of 3 major Projects

(Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a competent person representing the manufacturer.)

To  
The Registrar  
University of Delhi  
Delhi-110007

Dear Sir,

We hereby certify that we have executed the following **3 projects** to completion on similar items (.....) as offered in the present tender to other Government-Organizations/Educational-Institutions/Universities/Government funded Research – Labs, or institutes.

**Note:** Please quote only those projects which are of substantial value.

Name of the Vendor \_\_\_\_\_

S. No.	Name of the Client	Equipment Supplied	Clients Contact Details (Including Name, E-mail, Phone & address)

Signature (Name & Designation)

Date:

## Annexure VI

(Note: This letter of authority should be on the Letter-Head of the manufacturing Concern and should be signed by a competent person of the manufacturer.)

To  
The Registrar  
University of Delhi  
Delhi-110007

### 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

## Annexure VII

(Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a competent person of the manufacturer.)

### Warranty Compliance Statement

To  
The Registrar  
University of Delhi  
Delhi-110007

Dear Sir,

Subject: **Supply & 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 to two days.

During the warranty **period of one year**, 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:

## Annexure VIII

### Deviation in Technical specifications offered by the bidder

(To be attached with the **Technical bid**)

To  
The Registrar  
University of Delhi  
Delhi-110007

Deviations from Technical Specifications, and Terms and Conditions  
of the Tender

S. No.	Tender Document Clause	Technical Specification, Or terms and conditions in the Tender document	Deviation offered	Reasons and whether deviation adds to the operational efficiency in case of the systems
1				
2				
3				
4				
5				

**Note:**

- Above information in detail should be furnished separately for each of the items
- Also in case of deviations from any of the terms and conditions of the tender.
- If any deviations from the technical specifications are warranted, reasons for such variations should be specified, and

Whether such variations add to improvement of the overall performance of the systems (if any), should be specifically mentioned and supported by relevant technical documentation as required above.

**Signature**  
**(Name & Designation)**  
**Authorized official of the company**

**Date:**

## Annexure IX

Note: This document to be enclosed is to be uploaded along with the price bid.

### Commercial Deviation

#### **Bidders Name & Address:**

To  
The Registrar  
University Of Delhi  
Delhi-110007

**Sub:** Supply & Installation of ..... **For Delhi University**

The following are the Commercial Deviations and variations from and exceptions to the specifications and documents for the subject package. Except for these deviations, the entire work shall be performed as per your specifications & documents.

Clause	Ref./ Page No.	As specified in the specification	Commercial Deviation and variation to the specification	Withdrawal price in Rs.

Date:  
(Signature).....  
Place:

## Section 6

### Technical specifications for Analytical Balance

**Equipment: Analytical Balance**

**Tender Ref.No.: CSIR-02(0332)/18/EMR-II/1**

<b>(i) Analytical Balance</b>	<ul style="list-style-type: none"> <li>• Weighing Capacity : 220 g</li> <li>• Readability : 0.0001 g</li> <li>• Pan Size : ø 90 mm</li> <li>• Repeatability : <math>\leq + 0.0001</math> g</li> <li>• Linearity : <math>\leq + 0.0002</math> g</li> <li>• Levelling Glass level indicator with air bubble for centering</li> <li>• Calibration Internal calibration, auto time &amp; temperature control calibration.</li> <li>• Selectable weight units : <ul style="list-style-type: none"> <li>▪ Gram, kilogram, carat, pound, ounce, troy ounce, Hong Kong tael, Singapore tael, Taiwan tael, grain, pennyweights, milligram, parts per pound, China tael, mommes, Austrian carat, tola, baht, mesghal and Newton</li> </ul> </li> <li>• Direct data transfer to Microsoft® Windows programs</li> <li>• Display Touch screen with graphical user interface.</li> <li>• Programmable interval for data output</li> <li>• Data transfer protocols SBI, xBPI, table format, text format</li> <li>• Standard built-in applications : <ul style="list-style-type: none"> <li>▪ Weighing, Density, Percentage, Checkweighing,</li> <li>▪ Peak Hold, Counting, Unstable Conditions,</li> </ul> </li> <li>• Protection – rugged easy to clean housing</li> <li>• Under-floor weighing Integrated</li> </ul>
<b>2. Warranty</b>	The equipment should have one year comprehensive warranty.

**The following technical requirements should be strictly met and necessary documentation has to be enclosed along with the main quotation.**

- Complete product catalogue describing all the required basic and optional items should be produced.
- If the mentioned equipment is proprietary of the company than Bidder must provide Proprietary Certificate.
- Installation should be done at free of the cost.
- All accessories and spare parts should be from the same Make/Manufacturer.
- Insurance of equipment should be borne by the vendor before the installation
- Vendor should submit the list of end users in India.
- Technical and financial bids should be submitted separately for each item

### **COMMERCIAL TERMS AND CONDITIONS**

- Price should be quoted on INRup to arrive at Delhi University including transportation, insurance.
- The price bids shall remain valid for a period of 90 (ninety) days from the date of opening of technical bid. Delhi University reserves the right to reject a bid valid for a period shorter than 90days as non-responsive without any correspondence.
- The delivery period should be within 2 months from the date of receipt of L/C or wire transfer. Bids offering delivery period beyond stipulated time period will be treated as non-responsive and will be summarily rejected.
- The prices quoted by the bidder in the price bid are final and no adjustment of the same shall be made on account of any variations in costs of materials or any other cost component affecting the total cost in fulfilling the obligation under the contract. The prices once offered shall remain firm and fixed and shall not be subject to escalation for any reason whatsoever during the currency of the contract.

#### **Important note:**

1. All the requirements laid down under the above specifications must be carefully read and understood before claiming your instrument as “complied”.

2. Please provide compliance statement sheet with technical bid and if there is any deviation in above mentioned specifications, the **Technical deviation sheet** should be duly filled highlighted in remarks.
3. Any items required additionally for the purpose of installation should be quoted and supplied along with the basic instrument. In case the items are being provided free, then it should be mentioned free, or if it is at a certain cost, then it should be quoted separately, and included with the instrument cost.
4. **We need the machine to be supplied with all necessary items completely towards the installation and commissioning by the vendor.**

Commercial/financial/Price bid for **Analytical Balance** should be prepared in the following format

S. No.	Description	Price IndianCurrency	
1	<b><u>Main Unit</u></b> (Model No.)  All parts and accessories to be described.  Main unit Includes all parts, and accessories <b><u>(Main unit</u></b> must satisfy the required tender specifications)  Consumables, chemicals in sufficiently quantity required for successful <u>installation</u> and <u>commissioning</u> of the equipment by the vendor according to tender.		
2	Total price Ex-works		
3	Educational Discount offered (%)		
4	Total price after discount		
5	Packing and Forwarding		
6	Freight and insurance		
7	Grand Total to be quoted on FOR DU		

- a) Specify payment terms and conditions
- b) Validity of the price quote
- c) Delivery
- d) Name, address, and full details of the **company on whom the order** will be placed.
- e) Country of origin of the goods
- f) Bankers details
- g) Warranty