

# Notice Inviting Tender

Institution of Eminence, University of Delhi, on behalf of Chief Executive Officer (CEO), Delhi-110007 invites **Online Open Tender on two bid system** (Technical and Financial bid) from original equipment manufacturers or their authorized agents for the **supply and installation of equipment listed below:**

S. No.	Item name	Quantity	Tender Ref. No.
1	<b>Supply and Installation of Ultramicrotome with accessories</b>	01	Ref No. IoE/2025/Bot/Ultra-microtome/05

Tender Documents may be downloaded from Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). Bidders are advised to submit duly filled bids as per the following schedule: **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.eprocure.gov.in">www.eprocure.gov.in</a>	<b>DATE: 15-04-2025 Time: 5:00pm</b>
B)	Pre-bid Meeting	<b>NA</b>
C)	Last date and time for submission of bids <b><u>online</u></b> Including Tender fee (Rs. 1000/-) and EMD Rs. 2 lakh and other original documents.	<b>DATE: 01-05-2025 Time: 2:00PM</b>
D)	Date and Time of opening of Technical bids	<b>DATE: 02-05-2025 Time: 2:00PM</b>
E)	Place of opening of Bids Place for physical submission of all documents	Online - E-Procurement Portal Institution of Eminence, 4 <sup>th</sup> /5 <sup>th</sup> Floor, Maharishi Kanad Bhawan, University of Delhi, Delhi-110007
G)	Address for all communication	Institution of Eminence, 4 <sup>th</sup> /5 <sup>th</sup> Floor, Maharishi Kanad Bhawan, University of Delhi Delhi-110007

**Date: 15-04-2025**

# BIDDING DOCUMENT

For

Procurement of Goods

Invitation for bid Ref. No.	Ref No. IoE/2025/Bot/Ultr-microtome/05
Issued on	15-04-2025



**Institution of Eminence**  
**University of Delhi, Delhi – 110007, INDIA**  
**Tel & Fax:**  
**E-mail: [osd@ioe.du.ac.in](mailto:osd@ioe.du.ac.in)**

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## Section No. 1 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>			
<b>Upload No. 1</b>	Following documents ( <b>signed + stamped</b> ) to be up-loaded		
	(a)	Covering letter .....as per prescribed format – <b>Annexure-I</b>	
	(b)	Scanned copy of EMD on non- judicial paper..... as per text in <b>Annexure-II</b>	
	(c)	Manufacturer’s authorization form as per prescribed format – <b>Annexure III</b>	
	(d)	Company profile in.....as per prescribed format – <b>Annexure IV</b>	
	(e)	Not-blacklisted certificate.....as per prescribed format – <b>Annexure V</b>	
	(f)	Details of 3 recent major projects..... in prescribed format – <b>Annexure VI</b>	
	(g)	Service center details..... in prescribed format – <b>Annexure VII</b>	
Upload No.2		ISO 9001/ ISO 14001 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 years.	
Upload No.5		Copies of any recent purchase orders received from Govt., or Educational institutions (without price information).	
Upload No.6		Submit <b>Technical specifications</b> of your product (un-priced)	
Upload No.7		Warranty compliance statement .....as per prescribed format <b>Annexure VIII</b> Deviation in Technical specifications as per prescribed format – <b>Annexure IX</b>	
Upload No.8		Commercial/Price bid deviation (if any) – <b>Annexure -X</b>	
<b>Physical submission of following documents</b>			
	1	EMD of appropriate amount Rs. 2 lakh on non-judicial stamp paper of Rs. 100/- as per format in <b>Annexure No. II</b>	
	2	Certificate from OEM companies, authorizing Indian agents/representative to bid on their behalf.	
	3	Copy of the Printed product specification sheet and other brochure/ leaflets in support of the product & Model No. offered in the present bid.	
	4	Copies of GST No., PAN No, Sales Tax & income Tax registration to be submitted by authorized Indian representatives/dealer/distributors.	
	5	Copy of the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India	
	6	Copies of Audited balance sheets showing <b>profit/loss and Turn over</b> for last five years. Each page to be signed and stamped.	

## Section – 2: 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. The Bidder has to provide the complete catalogue of the product with Model No. for which Bid has been submitted.

### 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. GST Registration & 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 proof of the bidders (authorized representative firm/Company/OEM) as income Tax assessee (In the form of income Tax Return) for at least last **Three years** should be enclosed.
- 3.1.3 The Bidder should have been in similar equipment manufacturer / Supplier or in any similar business operation for at least three years as of 31<sup>st</sup> March 2022 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.
- 3.1.4 The vendor should have complete technical background in manufacturing desired equipment or authorized representative with established in the business for at least 5 years. For the three years, out of the last five years, the turnover should not be less than Rs. 2 Crores in preceding five year. Vendors should have the requisite experience in successful supply and installation of Equipment in Indian University/ Research Institution. Successful Installation and Performance Report must be enclosed with contact details, names, Phone no. and mail etc.
- 3.1.5 The bidder should be in the business of supplying Equipment/ Machinery to reputed Educational institutes (Institutions and recognized Universities etc.).
- 3.1.6 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.
- 3.1.7 The bidder should have certification of ISO9001/ISO14001/ISO18001 as per requirement. Copies of these certifications should be enclosed with the Technical bid
- 3.1.8 Bidder should provide list of customer(s) to whom similar type of Equipment have been supplied
- 3.1.9 Bidder should not be blacklisted by Central Government, State Government or any other Institute(s) / Organization. If found at any stage the contract shall be terminated or liable to legal action. A Certificate in this regards must be submitted.

- 3.1.10 Any company / firm / dealer / manufacturer blacklisted by Central/State Government organization are not entitled to submit the Bid. If it is submitted, it will be rejected and Earnest Money Deposit will be seized and legal action will be taken against them.
- 3.1.11 The bidder may be asked to arrange demonstration of the equipment offered with complete Specification and details.
- 3.1.12 The bidder may be asked to provide the analysis reports on the test samples provided to him, Analysis to be done on the equipment being offered in the bid. Sample to be collected on the specified date and time. The submission of analysis reports is mandatory, and will be used for the technical comparison of the received bids.

### **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 CEO, Institution of Eminence, 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:** Institution of Eminence, 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 duly signed and authenticated 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 **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** (see format)  
Scanned copy of the EMD in the form of Valid Bank guarantee certificate should be prepared by the vendor on a non-judicial stamp paper of Rs. 100/-. Signed and stamped.  
(EMD should be drawn in favor of CEO, Institution of Eminence, University of Delhi, Delhi-110007)
3. **Annexure III** Manufacturer's Authorization Form (as per format)
4. **Annexure IV** - Attach information on The Company profile as per (format)
5. Attach copies of Audited balance sheets showing profit/loss and Turn over for last five (5 years)
6. **Annexure V-** (as per format) Certificate from the vendor not blacklisted.
7. **Annexure VI** Details of 3 major projects (as per format)
8. **Annexure VII** Details of Support / Service Centers (as per format)
9. **Annexure VIII** Warranty compliance statement (as per format)
10. **Technical Bid as per the desired tender specification (un-priced)**
11. **Annexure IX** - Fill in the Technical deviation (if any, as per format)
12. **Attach soft copy of the** Printed complete 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 prices and total bid prices of the Equipment and accessories it proposes to supply under the order and enclose it with the priced bid.
4. Prices 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/CST/Service) clearly. 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 up to the Institution of Eminence, University of Delhi, Delhi-. If ex-works prices 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. Prices indicated shall be entered separately in the following manner
8. Prices 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. The supply is made up to Delhi University site and the **Insurance** shall cover from **ex-works to destination** at Institution of Eminence, University of Delhi, Delhi-110007.
10. In BOQ separate price in INR should be quoted from Delhi Airport to Delhi University (which includes all the charges like clear the shipment from custom, duty & clearance, transportation, loading and unloading etc.). This payment will be made /released after the receipt of the airway bill copy.
11. For all imported goods, and supplied by Foreign principals, the prices shall be quoted in foreign currency viz., US\$, Yen, Euro.
12. The bid security may be forfeited:
  - a) If a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors; or
  - b) In case of a successful Bidder, if the Bidder fails:
    - (i) to sign the Contract, and
    - (ii) furnish performance bank guarantee.
13. **Period of Validity of Bids**. Bids shall remain valid for 150 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**

14. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto 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.
15. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.



16. 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 (CPPP)

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.

2. Off-line (Physical submission of important documents as per check list on page 4)

EMD. Authorization to bid from Foreign principals.

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. 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. 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.

3. 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.
4. 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.
5. 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 and EMD shall also be forfeited.

### **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 CIF/CIP 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 not be considered. 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 will be considered as Inclusive. 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.

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**

The Purchaser does allow trans-shipment or/and part shipment.

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

Shipment will be made up to premises and the University. The successful bidder supplying the goods should inform well in advance the arrival of the goods, and provide "Cargo arrival notice" within 24 to 48 hours of the arrivals of the goods at the Delhi airport.

## **Section 3. 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. Clause 3.1 in Sec. 3, on page No. 5.

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

This tender document is not transferable. Only the vendor, who has purchased/ downloaded with requisite fee 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 **150 days** from the closing date of the tender. Any offer falling short of the validity period is liable for rejection.

### **4. Earnest Money Deposit**

Vendor must submit Earnest Money Deposit (EMD) in the form of Bank Guarantee in favor of University of Delhi, Delhi. The EMD amount shall be as follows:

**EMD for an amount of Rs. 2 Lakh in the form of Bank guarantee in favor of CEO, Institution of Eminence, University of Delhi, Delhi-7, Payable at any Nationalized Bank at Delhi.**

a) Original document to be submitted through Physical submission

b) A scanned copy of (signed and stamped EMD) document to be uploaded online

The non-submission of EMD will lead to the rejection of the bid. The irrevocable Bank Guarantee drawn on a Scheduled bank, shall be in the form acceptable to the University of Delhi as per the Annexure II. The EMD shall remain valid for a period of 150 days beyond the final bid validity period. The EMD of unsuccessful bidders will be returned to them within 30 days after the award

of the contract. The successful bid, if withdrawn, is liable for forfeiture of the EMD. The EMD (amount + affidavit) will be checked at the time of Technical bid opening, and in the event of these documents found missing, the tender participation will be cancelled.

EMD of the lowest bid (L1) shall be retained and shall be returned after the submission of the security deposit of the Performance bank guarantee.

No interest shall be paid on EMD.

EMD shall be forfeited in the following cases:

- i) The bidder withdraws his proposal after the due date.
- ii) Successful bidder fails to accept the letter of award (LOA) within the stipulated period.
- iii) The successful bidder fails to submit the Performance bank guarantee within the stipulated period and sign the agreement.

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

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

## **6. 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.

## **7. Costs**

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

- Cost of the equipment inclusive of all **taxes & statutory levies**, and charges for delivery (including CIF charges), and onsite installation in the campus of University of Delhi, Delhi-7
- 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.
- **5 years onsite comprehensive warranty** covering all parts 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 US Dollars/ Japanese Yen/ Euro only. For the purposes of comparison, the exchange rate applicable on the day of **Financial Bid opening** will be taken.

Note: Univ. of Delhi is exempted from customs/excise duty exemption certificates will be provided.

## **8. 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.

## **9. 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. In the event of withdrawal of the offer by successful bidders, the EMD will not be refunded by the University.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

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

CEO, Institute of Eminence, 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.

#### **15. Award Criteria**

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

#### **16. 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: 6 months.**

Installation, commissioning of the equipment, testing & setting up the unit for continuous operation must be completed within 2 months of the arrival of the equipment at the Institute of Eminence, University of Delhi.

- 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 Institute of Eminence, University of Delhi, Delhi-07.
- c) Delivery to take place at the scheduled destinations as specified by the University of Delhi in its **Purchase Order**.

#### **16. Performance Bank Guarantee**

The selected vendors (L1- lowest bid) shall furnish 10% of the value of purchase order in the form of Bank Guarantee issued by a Scheduled Bank **for a period of Five years**. The period of Five years will commence only after the date of Successful installation, Commission and put to operation. Performance Bank Guarantee has to be deposited at the time of installation, or within a week after installation, and should be valid till the warranty period.

#### **17. Payment Terms**

- a) 100% payment will be released after satisfactory completion of installation and submission of the performance Bank Guarantee.

## **18. 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) Five (**5 years**) onsite comprehensive warranty covering all parts in the warranty period. Consumable items 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. **Any deviation to this clause, the bidder(s) should clearly mention the same in their offer.**
- b) The vendor should have a **service center** in the city of Delhi/Delhi NCR to ensure that the machines are attended within a period of 1 day after the complaint is lodged on working days, and by the next working days 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. Liquidated Damages for delayed supply**

If the vendor fails to deliver any or all of the equipment or does not perform the services within the time period(s) specified in the Contract, University of Delhi shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2.0 percent of the price of the undelivered items the stipulated rate for each week or part thereof during which the delivery of such items may be delayed subject to a maximum limit of 10 percent of the stipulated price of the items so undelivered. Such penalty is to be deducted always from the bills of the firm OR to purchase elsewhere or from the Security Deposit on the account and risk of the vendor. Once the maximum of the damages above is reached, the Indenter/purchaser may consider termination of the Contract and delisting the vendor on the account and risk of the vendor.



## **21. Order Cancellation**

The Competent Authority reserves the right to reject any or all bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender at any stage without assigning any reason.

**Institution of Eminence, 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 beyond a period of **6 months** from the date of opening of Letter of Credit, or issue of Purchase order whichever is later. The Instrument should be installed in two months after date of handover of site to the vendor.
- 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
- In addition to the cancellation of purchase order, University of Delhi reserves the right to forfeit the Performance guarantee submitted to University of Delhi by the Vendor and delisting the vendor.

## **22. 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.

## **23. 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.

## **24. 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.

## **25. Force Majeure**

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.

## **26. 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 CEO, Institute of Eminence, 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.

## **27. Jurisdiction**

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

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

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

**30.** 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 4**

Prescribed formats for documents to be submitted

Along with the Technical bid

Annexures (I to X)

## Annexure – I

### Covering letter

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

Date:

To  
CEO, Institution of Eminence,  
University of Delhi  
Delhi-110007

Dear Sir,

Sub: Your tender for **Supply and Installation of Ultr-Microtome with accessories** 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.

a) We have uploaded a scanned copy of the required (bank guarantee + EMD amount) favoring University of Delhi issued by  
..... (Name of the Bank),  
..... (Branch address)  
.....(Date),

and is payable at Delhi, towards Earnest Money Deposit (EMD)

**c) A hard copy of the original signed + stamped EMD document shall be submitted via physical submission.**

Yours faithfully,  
Authorized Signatories  
(Name & Designation, seal of the firm)  
Date:

## Annexure II

(Note: This EMD bank guarantee certificate should be prepared by the vendor on a **Non judicial stamp paper** of Rs. 100/-)

### **Earnest Money Deposit Bank Guarantee**

To  
CEO, Institution of Eminence,  
University of Delhi  
Delhi-110007

Dear Sir,

**Supply & Installation of “Quotations for -----( give Tender Reference No.)**

#### WHEREAS

The University of Delhi located at Delhi (hereinafter called the University) has invited tenders for the Supply & Installation of “-----” on the terms and conditions mentioned in the tender document.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee as detailed in the tender document Clause 6 as Earnest Money Deposit.

2. M/s \_\_\_\_\_, (hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said equipments and have requested us to furnish guarantee to the ‘University’ in respect of the said sum of Rs. -----/ (Rupees----- only)

#### NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (NAME OF THE BANK) do hereby agree with and undertake to the University of Delhi, their Successors, Assigns that in the event of the University of Delhi coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the University of Delhi, pay without demur to the University of Delhi, a sum of Rs. -----/(Rupees -----only) or any lower amount that may be demanded by the University of Delhi. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. -----/(Rupees ----- only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. -----/(Rupees -----only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the University of Delhi on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the University of Delhi shall

be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever.

**We undertake to pay the amount claimed by the University of Delhi within a period of one week from the date of receipt of the notice as aforesaid.**

3. We confirm that our obligation to the University of Delhi under this guarantee shall be independent of the agreement or agreements or other understandings between the University of Delhi and the Tenderer. **This guarantee shall not be revoked by us without prior consent in writing to the University of Delhi.**

**We hereby further agree that**

- Any forbearance or commission on the part of the University of Delhi in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the University of Delhi to the Tenderer or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. ----- (Rupees -----only)
- Our liability under these presents shall not exceed the sum of Rs. ----- (Rupees -----only)
- Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- This guarantee shall remain in force up to .....provided that if so desired by the University of Delhi, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the .....or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the University of Delhi alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the University of Delhi against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

**Yours' faithfully,**

For and on behalf of \_\_\_\_\_ Bank  
Authorized official

**(Note: This guarantee will require stamp duty (Rs. 100/-) as applicable and shall be signed by the official whose signature and authority shall be verified).**

### **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)

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

Ref: No. ....

Date.....

To  
CEO, Institution of Eminence  
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 - IV**

(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 2019-2020 2020-2021 2021-2022 2022-2023 2023-2024	
9	Profit of the company 2019-2020 2020-2021 2021-2022 2022-2023 2023-2024	
10	Sales Tax Number/ GST Number	
11	PAN Number	
12	Whether direct manufacturer (OEM) or authorized dealer/representative	

Signature (Name & Designation)

Date:



## **Annexure V**

(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**

To  
CEO, Institution of Eminence  
University of Delhi  
Delhi

Dear Sir,

This is to certify that M/s\_\_\_\_\_ has not been black listed 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 VI

### 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  
CEO, Institution of Eminence  
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/Govt. 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 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.)

**To**  
**CEO, Institution of Eminence**  
**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 VIII

(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

CEO, Institution of Eminence  
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 five 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:

## Annexure IX

### Deviation in Technical specifications offered by the bidder

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

CEO, Institution of Eminence  
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 X

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

### **Commercial Deviation**

**Bidders Name & Address:**

To,  
CEO, Institution of Eminence  
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 5**

### **Technical specifications**

#### **Ultra-Microtome**

- The system should be capable of doing ultrathin and semi thin sectioning of the sample.
- The sample must have cutting transmission via vibration decoupled gravity stroke.
- Ultrathin sectioning from thickness of at least 1 nm.
- Cutting Speed range from 0.05 to 100 mm/s or better.
- Cutting window setting from 0.2 to 12 mm or better.
- Selectable return speeds 10, 30, and 50 mm/s or more.
- The total specimen advance should be 200 um, specimen advance must be indicated by bar with reserve warning range.
- System should possess the feed totalizer, section counter, count down system etc for efficient specimen handling.
- The stereomicroscope should be of same make as that of ultra microtome.
- The stereomicroscope carrier should have ergo wedge for fatigue free operation and magnification from 10 to 75x.
- The viewing system should have eucentric movement with defined positions for working with glass knives, diamond knives, or low water level setups
- The system should have light intensity-controlled illumination with back light, top light as well as the specimen trans-illumination.
- The knife stage should be motorized controlled through built in wheel/knob available with the unit and travel range for Left-Right must be 25 mm, North and south must be 10 mm.
- Controlled step size from 0.1 to 15-microns or better.
- Specimen as well as Knife block must be rotatable 360 degree with self-locking facility.
- System must be equipped with a controllable touch screen to operate
- Cutting speed control, cutting window settings, FEED indicator, LED illumination control individually or in combinations, memory set for different cutting speed, count up, countdown.
- The system should be supplied with a glass knife maker, antivibration table, camera for live feed and a diamond knife.
- A dedicated glass knife maker should be supplied along with the system with high quality glass strips; Glass strips 6.4 × 400 × 25 mm and Glass strips 8.0 × 400 × 25 mm each type at least 24 pcs.
- The Knife maker must have glass breaking mechanism with scale, ensuring consistent and reproducible glass break.
- Automatic reset of the breaking and scoring, mechanism with easily accessible scoring pressure adjustment.
- The system should have 100% balanced break method
- The system should have accurate glass strip positioning, auto reset of breaking and scoring mechanism, variable scoring lengths, adjustable scoring, pressure and push action score for even scoring
- It should have drawer system for convenient and safe knife removal.

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

- The machine has to be optimized for the standard test/reference samples and to be successfully demonstrated at our site.
- Complete product catalogue describing all the required basic and optional items should be produced.
- Prices for the each item / accessory of the machine should be quoted separately
- Software upgrades should be made by the vendor as and when the new versions are released by the manufacturer / vendor at no additional cost for at-least ten years or more.
- Installation should be done at free of the cost.
- 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

**COMMERCIAL TERMS AND CONDITIONS**

- Prices should be quoted up to Delhi University including insurance up to University of Delhi.
- The price bids shall remain valid for a period of 150 days from the date of opening of technical bid. Delhi University reserves the right to reject a bid valid for a period shorter than 90 days as non-responsive without any correspondence.
- The delivery period should be within 6 months from the date of receipt of L/C. 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.
- Payments through LC: 100% of the payment will be released after the installation/demonstration/commissioning of instrument at Delhi University site.



**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** (Annexure - IX) 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.**