

Open Competitive Bidding



TENDER DOCUMENT

FOR

PROCUREMENT OF

SCIENTIFIC EQUIPMENT " ICE MATIC MACHINE"

FOR

DEPARTMENT OF BIOTECHNOLOGY

Shri Mata Vaishno Devi University
SMVDU Campus, Sub Post Office -182320, Katra, Distt. Reasi, J&K
01991-285535, 285634, Extn. 22386

**Last Date for Submission of Tender Document:
01 March, 2017**

**PROCUREMENT OF
SCIENTIFIC EQUIPMENT “ ICE MATIC
MACHINE ”**

Interested Bidders may visit www.smvdu.net.in

For details please contact:

Head

Department of Biotechnology

Shri Mata Vaishno Devi University

SMVDU Campus, Sub Post Office -182320, Katra, Distt.Reasi, J&K
01991-285524,Extn...2386

Notice Inviting Tender Details		
S.No	Description	
1.	University Name	Shri Mata Vaishno Devi University (SMVDU)
2.	Indenting Deptt.	Department of Biotechnology
4.	Tender Number	01/SMVDU/S&P/DoBT/By 2016-17/1536-A dated 06/02/2017
5.	Tender Subject	Supply, Installation of Ice Matic Machine For Department of Biotechnology.
6.	Tender Type	Open
7.	Tender Category	Products
8.	EMD / Bid Security (INR)	Rs. 2% of total value of the items / equipments (To be enclosed in separate cover)
9.	EMD/Bid Security Payable To	In the form of DD, drawn on a nationalized bank in favour of “Registrar, SMVDU” payable at Jammu.
10.	Non-refundable Tender Fee	Rs.1000 /- (Rupees One Thousand Only) in the form of demand draft drawn in f/o Registrar, SMVD University.
11.	Tender Fee	The detailed tender document can be obtained from the office Of Head Department of Biotechnology, SMVD University, Kakryal, Katra, J&K PIN Code-182320 or against payment of Rs.1000/- (Rupees One Thousand Only) in the form of demand draft in favour of Registrar, SMVD University payable at Jammu. The same can be downloaded from the university website www.smvdu.ac.in in which case the DD has to be enclosed in a separate envelop along with tender

12.	Schedule Sale opening date	08 Feb. 2017 at 10.00 AM
13.	Schedule Sale Closing Date	01 March 2017 at 2.00 PM
14.	Bid Submission Closing Date	01 Marh 2017 at 3.00 PM
15.	Bid Submission	In person /By Registered /Speed Post. However, for postal delay, University cannot be held responsible.
16.	Date of opening of tender	01/03/2017 at 4:00PM
17.	Place of Tender Opening	AB Committee Room, Administrative Block, SMVDU Campus, Sub Post Office-182320, Katra, J&K
19.	Officer Inviting Bids/Contact Person	Head Department of Biotechnology.
20.	Address/E-mail ID	Email Id of Head – hod.biotech@smvdu.ac.in
21.	Contact Details/Telephone, Fax	EPABX No: 01991-285634, 285535 Ext. No-2386 Direct No.....
22.	Eligibility Criterion	As per the tender document Annexure-02
23.	Procedure For Bid Submission	<p>Eligible Tenderers are required to submit their proposals in two bid format – one sealed envelope containing Technical bid and the other sealed envelope containing financial bid. Both the (Technical bid and Financial Bid) envelopes should be kept in another envelop which should be properly sealed. All the envelopes should be named respectively. The technical bid shall contain Technical information of the proposal. Tender fee and EMD in the form of separate Demand Draft should be enclosed along with technical bids and must be put up in the envelope containing Technical Bid. Tender No & Date, Last Date for submission of tender should be super scribed on the envelops itself. Name of the tenderer along with contact No. must be mentioned on the Envelop itself. Tenders shall be submitted exclusively in person /By Registered /Speed Post.</p> <p>The tenderer can download the tender document from the University website www.smvdu.ac.in</p> <p>The tenderers who are desirous of participating in the tender shall submit their technical bids, price bids as per the standard formats</p>

		Annexure-11 and Annexure-12 available in the Tender document. The tenderer should submit the following documents to the Office of Head Department of Biotechnology, SMVD University, Kakryal, Katra PIN Code-182320.
		A DD drawn in favor of “Registrar SMVDU”, for the amount Rs 1000/- (Rupees One Thousand Only) towards cost of
		Tender and a DD drawn / pledged in favour of “Registrar, SMVDU” for an amount of Rs.. 2% of the total Value (Rupees Only) towards Earnest Money Deposit should be enclosed.
		Technical Bid (Annexure-11) along with supporting documents.
		Commercial Bid (Annexure-12)
		All the supporting documents as mentioned in the eligibility criteria
		Documents in support of Technical Specifications along with make
		and models of all the items as per the list mentioned in Annexure-05
		Supporting documents in respect of standard certifications.
		Annexure-02 of tender document duly signed with official seal as a
		token of acceptance of our standard terms and conditions.
		Income Tax Return for the last three Assessment Years. Balance Sheet/Profit & loss Account for the last three financial years.
		List of customers, to whom the bidder had supplied identical materials in the past along with P.O details and performance report.
		Annexure-08 of bidding document.
		The Registrar, SMVDU Katra, will not hold any risk and responsibility for non-visibility of the scanned document or the loss in transit.
24.	General Terms and Conditions	As per tender Document

Contents of the Tender Document

1. Schedule of Quantity	Annexure – 01
2. Eligibility Criteria & Special Terms and conditions	Annexure – 02
3. List of Documents to be enclosed	Annexure – 03
4. List of Addresses	Annexure – 04
5. Technical Specifications	Annexure – 05
6. Instructions to Bidders	Annexure – 06
7. General Purchase Conditions	Annexure – 07
8. Statement of Deviations	Annexure – 08
9. Guidelines for Submission of Bank Guarantee	Annexure – 09
10. Proforma for Performance Bank Guarantee	Annexure – 10
11. Technical Bid Form	Annexure – 11
12. Commercial Bid form	Annexure - 12

Annexure – 01
Schedule of Quantity

Supply, Installation, Testing and Commissioning of Scientific Equipment in School of Bio-Technology, SMVDU

S.No.	Item	Quantity
1	<p>Ice Matic Machine Capacity 150-200 Kg /24h Ice storage capacity 40-50 kg Ice Shape Amorphous fine granulate Power /Voltage 680-700w/220v Dimension 500-550x610-650x940-950mm Full computer control whole -process monitoring with high level of protection stainless steel enclosure Cold storage effect, operation display, ice full display, water deficiency display and malfunction warning display. Ice-making process to be fully computer controlled, chip based to make control reliable and operation steady Low noise operation Should withstand harsh conditions at high temperature Ice-making type makes a compact structure , realizing automatic separation of ice from water. The optimal design of skate blade makes the shape of ice small and practical.</p>	01

Annexure – 02

ELIGIBILITY CRITERIA AND SPECIAL TERMS AND CONDITIONS

A. ELIGIBILITY CRITERIA FOR TENDERS:

1. The Company / the tenderer should be in existence for the last two Years.
2. The Company/ the tenderer should have earlier supplied at least ONE or TWO TIMES the quantities of the items being in the current tender in any of the last two financial years to the Universities or Research organizations or Institutes of repute or Industry.
3. The Company or tenderer should have at least one Service Center in North India.
4. The tenderer should be a Manufacturer or the authorized representative of equipment or other respective products/items.
5. The tenderer / tenderer's group should have a turnover of more than the Bid value of the tenderer in each of the last two financial years.

B. SPECIAL TERMS AND CONDITIONS:

1. **Delivery Period:** The delivery should be made within 30 days from the date of issuance of purchase order to the tenderer/supplier.
2. **Warranty:** All items supplied by the tenderer shall be guaranteed against any defects for a minimum period of one year, for satisfactory performance, workmanship and for the quality and equipment supplied by the firm from the date of completion of successful supply and opeartionalisation. The tenderer shall be liable to rectify any defects that may be found in the equipment supplied free of cost during the period of Guarantee. Necessary guarantee certificates shall accompany the supplies
3. **On Site Comprehensive Warranty:** The tenderer should also provide time-to-time operational maintenance support for a period of 3 years (On Site comprehensive Warranty). The said warranty should cover all Hardware products & Software. The warranty and service shall be provided directly from the manufacturer. The supplied products shall reflect with product codes/part number for three year warranty on their website/or on the call centers.
4. **Installation:** The installation should be done at the Department of Biotechnology building as mentioned in the Annexure – 04 enclosed at no extra cost.
5. **Response Time:** The response time of the tenderer to attend to any complaint upon receipt of the complaint/information from the user should not be more than 24 hours.

**TENDERER
SIGNATURE & SEAL**

Annexure – 03

Documents to be enclosed with the Technical Bid.

The following documents should be submitted along with the bidding form otherwise the bidders are liable to be disqualified.

1. All the Supporting documents in respect of Eligibility Criteria. i.e
Registration/Incorporation Certificate in support of the existence of the company for required number of years as per the tender schedule eligibility criteria.
Copies of Purchase Orders in support of the supply of required quantities of items in any of the last two financial years as per the tender schedule eligibility criteria.
List mentioning the addresses and contact persons with phone numbers of the Service Centers present through out North India.
Supporting Documents indicating that the tenderer is the Manufacturer or the OEM Authorized representative of the corresponding items/products.
Audited financial statements that are Balance Sheet, Income & Expenditure and Profit & Loss accounts in support of having required turnover in each of the last two financial years.
2. Annexure – 02 duly signed & office Seal affixed as a token of acceptance of Special Terms and Conditions.
3. Documents in support of Technical Specifications for the scientific equipment as mentioned in Annexure – 05 clearly mentioning the make and model.
4. Supporting Documents if any for equipment.
5. The latest Income Tax Clearance Certificate, along with PAN Number and TIN Number.
6. The list of customers, to whom the bidder had supplied identical materials in the past along with P.O. details and performance report, if any.
7. Annexure – 08

Note:

1. The Head of Department Biotechnology, SMVDU will not hold any risk and responsibility for non visibility of the scanned document or non receipt of hard copies or loss in transit.
2. The Documents that are received in time will only be considered for Technical Bid Evaluation.
3. The tenderer will be disqualified at any stage of the tender process, if found to have misled or furnished false information in the forms/Statements/Certificates submitted in proof of 1 to 7 above.

Annexure – 04

Address where the equipment to be installed

Department of Biotechnology

Shri Mata Vaishno Devi University

SMVDU Campus, Sub Post Office -182320, Katra, Distt. Reasi, J&K

01991-285535, 285634, Extn-2386 Direct No.....

Fax: 01991-285573,

Annexure – 05

TECHNICAL SPECIFICATIONS

Schedule: Scientific Equipment

S.No.	Name of Equipment	Complied /not complied
1	Ice Matic Machine Capacity 150-200 Kg /24h Ice storage capacity 40-50 kg Ice Shape Amorphous fine granulate Power /Voltage 680-700w/220v Dimension 500-550x610-650x940-950mm Full computer control whole -process monitoring with high level of protection stainless steel enclosure Cold storage effect, operation display, ice full display, water deficiency display and malfunction warning display. Ice-making process to be fully computer controlled, chip based to make control reliable and operation steady Low noise operation Should withstand harsh conditions at high temperature Ice-making type makes a compact structure , realizing automatic separation of ice from water. The optimal design of skate blade makes the shape of ice small and practical.	
2	Training on instrument to our persons (on site)	
3	Quote price FOR SMVDU. Instruments clearance Certificate (DSIR) will be provided by SMVD University.	
4	Warranty period (in Years)	
5	Additional information / concessions	

Annexure – 06
‘Instructions to Bidders’

Due date of submission of bids : 01 March 2017 upto 3:00PM

Due date of opening of Technical: 01 March 2017 at 4:00PM

Due date of opening of Price Bids : Will be intimated later

The instructions given below must be read very carefully, as failure in compliance with any of these may render the offer liable for rejection. If a bidder has any doubt about the meaning of any stipulation herein, General Purchase Condition, specification of materials or any other enclosed document, he should immediately obtain the clarification/information in writing from the office of Registrar, SMVDU.

1. Earnest Money Deposit (EMD)

1.1. Offers must accompany EMD of Rs- 2% of the total value of the equipment by way of DD drawn in favor of “Registrar, SMVDU” payable at any of the scheduled bank branches situated in Jammu. Submission of EMD in any other form shall not be considered and treated as disqualification. **The DD/CDR/FDR should be kept separately in a sealed cover duly superscribing ‘EMD’.**

1.2. The EMD shall be forfeited, if

- i) Bidder withdraws the bid before expiry of its validity.
- ii) Successful bidder does not accept the order or fails execute the contract as per terms and conditions of contract.

1.3. The EMD of unsuccessful bidders shall be returned as soon as the tenders are finalized and allotment letter is issued in favour of successful bidder.

2. Acceptance of University Payment Terms The standard payment terms shall be: 100% payment shall be made after receipt, installation and verification / inspection after furnishing of a Bank Guarantee amount to 5% of the value of contract covering the guarantee period, subject to penal provisions applicable in case of delay in supply and commissioning of the material / equipment. In case of non furnishing of bank Guarantee, 95% payment shall be released and balance 5% shall be kept as security deposit which should be kept as security deposit which should be released after completion of warranty period.

3 Price Basis

The prices should be quoted on FOR destination basis as per annexure-04, and also shall include:

- (a) Transit Insurance:
- (b) All Taxes, Duties and Levies etc.

4. Cost Compensation for Deviation:

Deviations specifically declared by the bidders in respective Deviation Schedules of Bid Proposal Sheets only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation Schedules.

Offers should strictly be in conformity with specifications/ drawings/ samples as stipulated in the enquiry. In case no deviations are indicated, it shall be taken for granted that item (s) has/ have been offered strictly as per the requirements given in the enquiry.

5.0 Delivery

5.1 Delivery Schedule

The Supply, Installation, and Commissioning of the material: The bidder shall offer his best, realistic and firm delivery, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of issuance of supply order which is also the first intimation of acceptance of bidder's offer.

5.2. Early Delivery:

It shall be noted that if an order is placed on higher bidder, in preference to lowest acceptable offer, in consideration of an earlier delivery, the bidder shall be liable to the University, the difference between the ordered rate (s) and the rate (s) quoted by the lowest acceptable bid in case the tenderer fails to complete the supply in terms of such order within the date (s) of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights of the University under terms of order.

6. It is not binding on University to accept the lowest or any bid. The University reserves the right to place orders for individual items with different bidders and to revise the quantities at the time of placing the order and in such event also, the quoted rates, terms and conditions shall apply. The order for the materials may also be split up between different bidders to facilitate quick delivery of critically required materials. University further reserves the right to accept or reject any/ all bids without assigning any reason thereof. Final decision on bids also depends on the components/accessories/additional features offered
7. The University at its sole discretion unilaterally may change the quantities to the extent of 30% as indicated in tender enquiry. The successful bidder shall be bound to supply these quantities at the same rate and on the same terms and conditions.
8. Tenderers shall fill in the enclosed proforma with regard to deviations / variations (Annexure-08) and submit the same along with their offer.
9. Orders placed against this tender enquiry shall be subject to 'General Purchase Conditions' of University, a copy of which is enclosed. Bidders are requested to confirm acceptance of these conditions in to in their offer.
10. Make/Brand of items offered shall be specified failing which offers are liable to be rejected. It shall be appreciated if one copy of detailed descriptive literature / pamphlets is enclosed along with the offer which may help technical evaluation. In case material offered is ISI marked/tested at any Govt. recognized test house; copies of relevant certificates shall be furnished along with the offer.

Annexure – 07

GENERAL PURCHASE CONDITIONS

SECTION- I GENERAL

1.1 The following terms and expressions used herein shall have the meaning as indicated therein: Supplier / Vendors: shall mean the individual firm or company whether incorporated or otherwise in whose name the purchase order is addressed and shall include its permitted assignees and successors. Purchaser: shall mean Shri Mata Vaishno Devi University.

1.2. Reference:

The purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with the purchase order.

1.3. Waiver:

Any waiver by the purchaser of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.

1.4 Sub-letting and Assignment:

The supplier shall not, save with prior consent in writing of the University, sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

1.5. Information Provided by the University:

All drawings, data and documentation that are given to the supplier by the University for Execution of the order are the property of the University and shall be returned when demanded. Except for the purpose of executing the order of the University, the supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the University is not disclosed to any person, firm, body, corporate and/or authority and make every effort to keep the above information strictly confidential. All such information shall remain the absolute property of the University.

1.6. Supplier's Liability:

Supplier hereby accepts full responsibility and indemnifies the University and shall hold the University harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The supplier also agrees to defend and hereby undertakes to indemnify the University and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to his/her employees and for damage to the property arising out of or in connection with the performance of the work under the purchase order.

1.7. Access to supplier's Premises:

The University and / or its authorized representative shall be provided access to the supplier's and / or his sub-contractor's premises, at any time during the pendency of the

purchase order, for expediting the supplies, inspection, checking etc.

1.8. Modifications

The purchase order constitutes an entire agreement between the parties hereto. Any modification to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

1.9 Inspection/checking/testing

All materials/ equipment to be supplied against this purchase order shall be subject to inspection/ checking/ testing by the University or its authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of authorized representative of the University. Supplier shall notify the University for inspection of materials/ equipment when they are ready, giving at least 10 days notice. If upon receipt at our Stores, the material/equipment does not meet the specifications, they shall be rejected and returned to the supplier for repair/modification etc. or for replacement. In such cases all expenses including to- and- fro freight, re-packing charges, transit insurance etc shall be to the account of supplier.

Inspection by the authorized representative of the University or failure of the University to inspect the material/equipment shall not relieve the supplier of any responsibility or liability under this purchase order in respect of such material/ equipment and it shall not be interpreted in anyway to imply acceptance thereof by the University. Whenever specifically asked for by the University, the supplier shall arrange for inspection/testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate, RITES. In such cases supplier shall adhere to the inspection/ testing procedures laid down by such agencies. All expenses in this regard including inspection fees shall be to the suppliers account unless agreed to the contrary and specified in the purchase order.

After completion of supplies bill shall be submitted in triplicate along with stamped pre-receipt, Guarantee certificate, Literature, Instruction, operation and maintenance manual (if any) and Test Certificates (if applicable) Samples should be got approved before supply. DELIVERY SCHEDULE SHOULD BE STRICTLY ADHERED TO, OTHERWISE PENALTY AS STATED ABOVE WILL BE IMPOSED. The invoices/ bill not accompanying the above documents shall be withheld from payments for which SMVDU shall not be responsible.

1.10 Packing and Marking:

All materials/equipment shall be securely packed to the requirements of transportation by Air/Rail/ Road/ Sea. All exposed services/ connections/, protrusions shall be properly protected. All unexposed part shall be packed with due care and the packages should bear the words' handle with care'. The packing requirements of Air/Rail/ Road transport shall be complied with so as to obtain clear Airway/Railway Receipt/ Lorry Receipt i.e. without any qualifying remarks.

All packages and unpacked materials shall be marked with the name of Consignor, Consignee, Purchase order No., gross and Net weight, sign of handling, if any, with indelible paint in English at least at two places. In case of bundles, metallic plates marked

with the above details shall be tagged to such bundles.

1.11 Dispatch of Materials:

The supplier is responsible for the safe delivery of the goods in good condition at destination stores. The supplier should acquaint himself of the conditions relating to handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.

1.12 Validity of offers:

The offers shall be valid for a **period of 90/120 days (Depending on the type of equipment) from the date of opening of bids**. The period of validity cannot be counted from any other date other than the date of opening the bids. During this period the tenderer shall not be permitted to withdraw or vary his offer made and if the tenderer does so, **the EMD shall be forfeited**.

1.13 Penalty for Delay

In a situation when the delivery of equipments / items ordered above is delayed, SMVDU reserves the right to impose penalty @ 1% of the Purchase Order amount per week subject to a maximum of 5% of the value of the order. No surcharge / insurance of any kind shall be paid by SMVDU.

1.14 Exemption

SMVDU is exempted to pay Excise Duty; the Excise component should be shown separately for which Exemption Certificate would be provided. The University is also exempted from payment of entry tax or octroi under provisions of SRO- 129, for which necessary certificates shall be provided.

1.15 JURISDICTIONS FOR DISPUTES:

All disputes arising out of or any way connected therewith shall be deemed to have arisen out of or any way connected therewith shall be deemed to have arisen in Jammu and only the courts in Jammu District shall have jurisdiction to determine the same.

1.16 Settlement of Disputes:

In the event of disputes, the settlement shall be through Arbitration. The arbitrator shall be appointed by the Hon'ble Vice-Chancellor, SMVDU and the decision of the Arbitrator shall be final & binding on both the parties. The arbitration shall be conducted under the provisions of J&K Arbitration & Conciliation Act, 1997.

1.17 Sealed Tenders in the prescribed Tender Form addressed to the Registrar, SMVD University Campus Kakryal (Katra) J&K PIN Code -182320 duly sealed in an envelope and super scribed with the words, "**Tender for Supply & Installation of Ice Matic Machine for Department of Biotechnology at SMVD University**" shall be submitted in his office on or **before 01 March 2017 by 1500 hrs**. Tenders received after due date and time shall not be entertained. The Tenders so received shall be opened on the same day or any other day convenient to the committee members formed for the purpose, in presence of the Tenderers who wish to be present for which they have to apply separately.

1.18All the above conditions of N.I.T. shall form the conditions of the contract also.

1.19The telephone numbers of SMVD University Campus, Kakryal (Katra) J&K Pin Code -182320 are given hereunder: -

For Technical enquiry : 01991- 285634, (Ext: 2386)

For Other enquiry : 01991-285686 (Ext : 2386)

For and on behalf of

Shri Mata Vaishno Devi University (SMVDU)

Head Department of Biotechnology, SMVD University

SECTION – II

FINANCIAL

2.1. **Prices:**

Prices quoted shall be inclusive of all taxes and firm till completion of the programme.

2.2. **Terms of Payment:**

2.2.1. Payments by the purchaser shall be made through Account Payee cheques only. **Bank charges shall be borne by the supplier** in case the payment is made through Demand Draft.

2.2.2. If the supplier has received any overpayments by mistake or if any amounts are due to the University from the supplier due to any other reasons and when it is not possible to recover such amount under the present purchase order, the University reserves the right to collect the same from any other amounts and/ or Bank Guarantee given by the supplier due to or with the University.

2.3 **Liquidated Damages/ Failure and Termination:**

2.3.1 In the event of any delay in the supply of material beyond the stipulated time delivery including any extension permitted in writing, the University reserves the right to recover from the supplier a sum equivalent to **1%** of the value of delayed materials/equipment for each week of delay and part thereof subject to a maximum of **5%** of the total value of the order.

2.3.2 Alternatively, the University reserves the right to give the contract elsewhere at the sole risk and cost of the supplier and recover all such extra cost incurred by the University in procuring the materials from the other source.

2.3.3 Alternatively University may cancel the Purchase Order completely or partly without prejudice to its right under the alternatives mentioned above.

2.3.4 In case of recourse to alternative 2.4.2 and 2.4.3. above, the University shall have the right to repurchase the materials which is readily available in the market to meet the urgency requirements caused by supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the material/ equipment is similar or not.

2.4 **Delivery Schedule:**

Time is essence of this order and no delay shall be allowed in the delivery time/ delivery schedule mentioned in the purchase order. However, in case of any delay, penalty shall be imposed as per penalty clause embodied in the tender.

2.5 **Performance Bank Guarantee:**

The supplier shall ensure that all materials/equipment under this purchase order

shall conform to University's requirements and specifications. An additional security in the form of Performance Bank Guarantee is essential for satisfactory performance of the equipment over a period of time. In view of this, the supplier shall be required to furnish a Bank Guarantee (5% of order value) as follows against any manufacturing defects/ poor workmanship/poor performance. In case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost. BG shall be from any Scheduled Bank or any other bank as approved by University from time to time in the prescribed Performa.

- a. Bank Guarantee for 5% of the order value with validity up to warranty period from the date of installation of equipment.

The University shall at its discretion have recourse to the said bank guarantee for recovery of any or all amount due from, the supplier in connection with the purchase order including of guarantee obligations. Checking/approval of supplier's drawings, inspection and acceptance of materials/equipment furnishing to effect shipment and/or work done by erection, installation and commissioning of the equipment by University or any other agency on behalf of the University shall not in way relieve the supplier from the responsibility for proper performance during the guarantee period.

2.6 **Insurance:**

Supplier shall arrange suitable insurance cover at his risk and cost.

2.7 **Removal of rejected goods and Replacement:**

- a) If upon delivery, the material/equipment is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier or otherwise, such material / equipment will be rejected by the University or his authorized representative. A notice to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.
- b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of notice failing which, the goods shall be dispatched to vendor by road transport on 'freight to pay basis' at supplier's risk and cost.
- c) External damages or shortages that are prima-facie as a result of rough handling in transit or due to defective packing shall be intimated to the supplier within a period of one month of the receipt of the materials, spares etc. In case of internal defects, damages or shortages of any internal parts, which cannot ordinarily be detected on a superficial visual examination, due to bad handling in transit or defective packing, or any other reason, it should be intimated to the supplier within 3 months from the date of receipt of the material. In either case the damaged or defective materials should be replaced by the supplier free of cost.
- d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the University may deem proper to afford, the University may without prejudice to its other rights and remedies arrange for

repairs/rectification of the defective materials or replace them entirely and recover the expenditure incurred on account of these actions from the deposits such as EMD, SD and performance guarantees or other monies available with the University or by resorting to legal action.

2.8 Force Majeure:

- 2.8.1 The supplier shall not be liable for delay or failing to supply the material for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.
- 2.8.2 The supplier shall within 10 days from the beginning of such delay notify the University in writing the cause of delay. The University shall verify the facts and grant such extension of time as facts justify.
- 2.8.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.
- 2.8.4 At the option of University, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the University. In the event of such cancellation, supplier shall refund any amount advanced or paid to him by the University and deliver back any materials issued to him by the University and release facilities, if any provided by the University.

Annexure -08

DEVIATIONS

Bidder's Name and Address

To

Head Department of Biotechnology
Shri Mata Vaishno Devi University
SMVDU Campus
Sub Post office-182320, Katra
Jammu & Kashmir

Dear Sir,

Sub:- Supply of _____ against enquiry
No. _____ dated _____.

We confirm that following are the only deviations and variations from any exception to specifications and tender documents for the above mentioned subject supplies against enquiry No. _____ which are irrespective of what-so-ever has been stated to the contrary anywhere else of our offer. These deviations and variations are exhaustive. Except for these deviations, the entire supplies shall be executed as per specifications and tender documents. Further, we agree those additional conditions, if any, found in our offer other than those stated below, save that pertaining to any rebates offered shall not be given effect to.

SL.No.	Description of Deviation	Ref. of page, Clause	*Monetary Implications of the conditions of bid documents in case of withdrawal Rs. (in figures) Rs. (in words)
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*Note: Here the tenderer should indicate the amount of money, if any, which he would, charge extra (i.e. in addition to the rates quoted by him) for withdrawal of his conditions/deviations and accepting the condition as stipulated in tender documents. (Use additional sheet of the same size and format if necessary).

Signature: _____

Designation:

Annexure – 09

Guide-lines for Submission of Bank Guarantee towards Performance Security

The Bank Guarantee shall fulfill the following conditions failing which it shall not be considered valid:

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
3. The contents of the Bank Guarantee shall be as per our proforma (Annexure- 10).
4. The Bank Guarantee should be executed by a scheduled bank or banks viz. _____

_____.
5. The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney.
6. All conditions, corrections, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. Two persons should sign as witnesses mentioning their full name and address.

**Head Department of Biotechnology
SMVDU**

Annexure –10

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

This agreement has to be executed on a Non-Judicial stamped paper worth Rs.100/-

Whereas the here-in-after called (The Bidder) has submitted their bid dated..... for the supply of..... (Here-in-after called “the Bid”)..... KNOW ALL MEN by these presents that we..... (Hereinafter called “the Bank”) are bound unto Registrar, Shri Mata Vaishno Devi University, Kakrayl Sub Post Office, SMVDU Campus -182320, Katra, Jammu & Kashmir. Hereinafter called “the purchaser”) in the sum of Rs..... for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the common Seal of the said Bank this day of.....2017

THE CONDITIONS OF THIS OBLIGATION ARE:

1. When the successful tenderer does not accept the order after issue of preliminary acceptance letter/letter of indent/purchase order.
2. When the successful tenderer fails to furnish the security deposit within 30 days from the date of issue of preliminary acceptance letter or the letter of indent or Purchase Order _____.
3. When tender is disqualified for reasons outlined in _____.
4. When tenderer alters his prices or withdraws his offer during the validity period.
We undertake to pay to the purchaser the above amount within one week upon receipt of its first written demand without the purchaser having to substantiate his demand, without referring to the supplier and without questioning the right of University to make such demand or the propriety or legality of the demand provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to any of the occurrence of the above mentioned conditions, specifying the occurred condition or conditions.

Notwithstanding any thing contained in the foregoing our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____. Unless a claim within 3 months from that date, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability thereafter.

We _____ Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of University in writing.

Date the ____ Day _____2017 for _____ Bank Ltd.,

Signature: Designation: Address: Seal:

ANNEXURE – 11
TECHNICAL BID FORM

S.No	Documents	Copy submitted or not (Yes/No)
1	The Company / the tenderer should be in existence for the last two Years As per Annexure -02	
2	The Company/ the tenderer should have earlier supplied ONE or TWO TIMES the quantities of the items being in the current tender in any of the last two financial years to the Universities or Research organizations.	
3	The tenderer should be a Manufacturer or the authorized distributor / dealer of equipment or other respective products/items	
4	The tenderer/tenderer's group should have a turnover a minimum of more than the Bid value of the tenderer in each of the last two financial years.	
5	Audited financial statements, that is Balance Sheet, Income & Expenditure and Profit & Loss accounts in support of having required turnover in each of the last two financial years.	
6	Technical Specifications of Annexure – 05 (Complied or Not-Complied report) along with supporting documents of the items bided (items no. 1 to), for the scientific equipment clearly mentioning the make and model	
7	Income Tax Return for the last three years alongwith a photocopy of PAN Card	
8	List mentioning the addresses and contact persons with phone numbers of the Service Centers	
9	The list of customers, to whom the bidder had supplied identical materials in the past along with P.O. details and performance report, if any.	
10	Annexure - 08	

Annexure-12

COMMERCIAL BID FORM

S.No.	Name of item / Equipment	Qty	Price in Rupees (inclusive of all Taxes, Freight, packing, Forwarding, etc.) FOR, SMVDU
1.	Ice Matic Machine	01	