

Doctor Harisingh Gour Vishwavidyalaya, Sagar (M.P.) 470 003

(A Central University)
(Established under The Central Universities Act 2009)



PHONE NO. 07582 -297136

TENDER NO: DHSGSU/SP/Chem/SERB/2021/1761

Date: 11.01.2020

NOTICE INVITING TENDER FOR PURCHASE OF EQUIPMENT: MICROWAVE SYNTHESIZER

TABLE OF CONTENTS

S.NO.	DESCRIPTION	PAGE NO.
01	ABOUT THE VISHWAVIDYALAYA	2
02	BRIEF OF TENDER	2
03	CRITICAL DATES OF TENDER	3
04	PROCEDURE FOR SUBMITTING BIDS	4
05	TECHNICAL QUALIFICATION CRITERIA	5
06	TECHNICAL BID	6
07	PRICE BID	6
08	ANNEXURE - I (TECHNICAL SPECIFICATION)	7
09	ANNEXURE - II (GENERAL TERMS AND CONDITIONS)	9
10	ANNEXURE - III (UNDERTAKING)	15
11	ANNEXURE - IV (NO NEAR RELATIVE CERTIFICATE/ DECLARATION)	16
12	ANNEXURE - V (PROFORMA OF BID SECURITY DECLARATION)	17
13	ANNEXURE -VI (PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY)	18
14	ANNEXURE -VII (DRAFT AGREEMENT FORMAT)	19
15	ANNEXURE - VIII (BIDDER'S WARRANTY)	21
16	ANNEXURE - IX (INSTRUCTIONS FOR ONLINE BID SUBMISSION)	22
17	ANNEXURE - X (CERTIFICATE OF TURNOVER)	25
18	ANNEXURE - XI (SIMILAR WORK PERFORMANCE CERTIFICATE)	26

ABOUT THE VISHWAVIDYALAYA: Doctor Harisingh Gour Vishwavidyalaya Sagar (A Central University), formerly University of Saugar, was established on 18th July 1946 by Dr. Sir Harisingh Gour (founder VC) by his lifetime saving. The University is situated 5 Km. east of Sagar city and its campus covers an area of 1312.89 acres over Pathariya Hills connected to the Vindhya Range, surrounded by lush green forest (about 100 acres) within its campus and has effectively contributed to the maintenance and preservation of ecosystem and its biodiversity. It is one of the finest picturesque campuses in India. The NAAC appointed by UGC has awarded 'A' Grade re-accreditation to this University. This University is declared as a Central University w.e.f. 15th Jan 2009. The University is developing in a congenial peaceful disciplined and enthusiastic atmosphere.

BRIEF OF TENDER:

Work Description	Quantity	Cost of Tender Document	Estimated cost of Equipment in Rs.	EMD in Rs.
TENDER FOR PURCHASE OF EQUIPMENT: MICROWAVE SYNTHESIZER	01	NIL	10,00,000/- (Ten Lakhs Only)	NIL Bid Security Declaration

The Tender Document can be downloaded from website of the Vishwavidyalaya <http://www.dhsgsu.ac.in> and CPPP site <http://eprocure.gov.in/eprocure/app>

Tenders are invited under two-bid system, through **online mode only**, from established, reputed and experienced manufacturers or their authorized representatives, agents/distributors/wholesalers on behalf of Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.).

Tender should be submitted on or before stipulated date as mentioned in the tender document through **online mode only**. Manual bids shall not be accepted.

Registrar,
Dr. Harisingh Gour Vishwavidyalaya, Sagar(M.P.)

CRITICAL DATES OF TENDER:

S. No.	Particulars	Date	Time
01	Date & Time of Online Publication/Download of Tender	11.01.2021	18:00
02	Pre-bid Conference	15.01.2021	12:00
03	Bid Submission End Date & Time	11.02.2021	18:00
04	Bid Security Declaration in original to the Vishwavidyalaya through Speed Post	12.02.2021	18:00
05	Technical Bid Opening Date & Time Place of Technical Bid Opening: Store & Purchase Section, Dr. Harisingh Gour Vishwavidyalaya, Sagar, M. P.	15.02.2021	15:00

1. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.
2. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked/required; otherwise, the bid will be rejected.
3. Submission of tender document confirms that bidder has unconditionally accepted all terms and conditions stipulated in the tender document.
4. The bidder has to submit the tender document well in advance before the prescribed time to avoid any delay or problem during the submission process.
5. In case the date of opening of tenders declared is a holiday or off day, the tenders shall be opened on the next working day at given time.

Registrar,
Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

1) PROCEDURE FOR SUBMITTING BIDS

- i) Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app> Tenderers are advised to follow the instructions “**Instructions for Online Bid Submission**” provided in Annexure-IX for online submission of bids.
- ii) Tenders will have to be submitted in TWO PARTS i.e. (a) Technical Bid and (b) Financial Bid through **ONLINE** mode only.
- iii) Bid Security Declaration is to be uploaded in a prescribed format available in the Annexure of Tender and send original in an envelope, dully super scribed as Bid Security Declaration with Tender No.:

TENDER FOR SUPPLY & INSTALLATION OF EQUIPMENT

(MICROWAVE SYNTHESIZER)

Bid Security Declaration

TENDER NO.

Dated:-

To

The Head, Department of Chemistry

Dr. Harisingh Gour Vishwavidyalaya Sagar

(A Central University)

Sagar- 470003

Madhya Pradesh

From:- M/s.....

Contact No:.....

E-mail ID:.....

2) TECHNICAL QUALIFICATION CRITERIA

- i) The average annual turnover of the tenderer during the last three financial years (FY 2017-18, FY 2018-19 & FY 2019-20) should not be less than 80% of estimated cost of the equipment. CA certified document of turnover should be attached as per Annexure- XI.
- ii) The bidder must have successfully completed **01 similar work** having contract value equal to 80% or more of estimated cost during last three years. The completion certificates of such order(s) are required to be submitted. Performance document should be submitted by giving details in Annexure-XII. Experience should be in the name of bidder or principal manufacturer/ OEM.
- iii) Bid Security Declaration is to be uploaded in a prescribed format available in the Annexure-V of Tender
- iv) The firm must submit an Undertaking on its letter head that they have not been blacklisted/ debarred by any State Government/Central Govt./PSU Department/ Other Organization; not convicted by court of law; accepted all terms and conditions of the tender document.
- v) No Near Relative Certificate/ Declaration should be submitted as given in Annexure – IV.
- vi) Copy of authorization Letter and/ or distributorship letter should be uploaded.
- vii) Bidder's Warranty should be uploaded (Annexure – VIII)
- viii) Technical Specification sheet as per Annexure I.

3) TECHNICAL BID

The Technical bid should be submitted online having following documents in PDF format as prescribed in tender document:

- i) Signed and scanned copy of average annual turnover Annexure-XI.
- ii) Signed and scanned copy of successfully completed similar work certificate Annexure-XII.
- iii) Signed and scanned copy of Bid Security Declaration Annexure -V.
- iv) Signed scanned copy of Undertaking Annexure- III.
- v) Signed and scanned No Near Relative Certificate/ Declaration Annexure - IV.
- vi) Signed and scanned copy of authorization letter to submit the bid.
- vii) Signed and scanned copy of Bidder's Warranty Annexure – VIII.
- viii) Signed and scanned copy of Technical specification sheet (Annexure –I).

4) PRICE BID

- i) The Price bid should be submitted online in downloaded format.
- ii) The price bids of only those firms will be opened who are found technically qualified after evaluation technical bids, based on the documents & information submitted by the tenderer.
- iii) The quoted rates should be inclusive of all taxes, loading, unloading, transportation and installation charges etc.
- iv) Unit Price can be quoted in INR only.
- v) The Vishwavidyalaya will provide DSIR certificate on demand to bidder.
- vi) GST rate applicable to the Vishwavidyalaya (University) shall be taken into account while quoting rate.

ANNEXURE-I

TECHNICAL SPECIFICATIONS

Name of Equipment: MICROWAVE SYNTHESIZER

Required Particulars	Offer made by the Bidder	Remarks
Microwave heating system must have a measured minimum focused power output of 300 watts or more, system should be monomode.		
System must be capable of conducting pressurize as well normal pressure reaction by using any round bottom flask from 10 ml to 100 ml capacity in the same cavity, this is mandatory. Separate system for pressurize reaction & Round bottom reaction will not be accepted.		
System must have a built in operating system with fluorescent Display and alphanumeric keypad for entry of operating parameters. System must operate stand alone as well as through PC, suitable software for such control should be offered as option.		
System software must automatically adjust the power delivery based upon sample Load and pre-programmed control settings.		
System having patents will be preferred please mention Patent No if so.		
System should have in built magnetic stirring facility as well as standard cooling facility with either compressed air or Nitrogen gas.		
Temperature & Pressure control: System should have infrared temperature control option as standard, &. System should have pressure sensor as well control.		
Vessels: a) Pressurize vessels of following specifications should be offered Volume: 10 ml Pressure: 35 bar (515 PSI) or more MOC: Glass No of Vessels: 100 No Vessel should have of vent & reseal technology b) Normal pressure reaction vessels: 100 ml glass vessel (At least 3 nos). User may use their own round bottom flask from 10 ml to 100 ml.		
System should have facility to clean cavity in case of spillage. Suitable accessories should be		

offered in main as well as in option as extra.		
<p>Upgradability: System must be upgradable for following & accessories for the same should be offered as optional</p> <ol style="list-style-type: none"> 1) Accessory for sub ambient temperature from -80 deg to 300 deg 2) Accessory for gas purging 3) 80 ml or above pressurize reaction vial & accessories 4) 35 ml vial accessories 5) Reaction vials for carrying out reaction from 100 micro liter to 2 ml 6) Upgradability for Peptide synthesis 		
System must carry a minimum one year warranty on parts and labor.		

ANNEXURE – II

GENERAL TERMS AND CONDITIONS

1. RATES:

- i) Rates quoted should be in Indian Rupees(INR) only, FOR destination at DR. Harisingh Gour Vishwavidyalaya Sagar (M.P.) on **DOOR Delivery basis**, inclusive of all the charges including all taxes, packing, unpacking, loading, unloading, transportation and installation charges, insurance and commissioning etc.
- ii) The tendered rates shall remain valid and applicable during the whole execution period and the supplier shall not be entitled to any price variation or escalation **except for statutory changes**.

2. VALIDITY:

- i) The **quoted** rates must be valid for a minimum period of **120 days** which shall be reckoned from the date of opening for price bid.
- ii) If tenderer denies honouring any purchase order or withdraws his/her offer during the said validity period, the action will be taken as per the GFR-170(iii)

3. WARRANTY/GUARANTEE:

- i) Suppliers must give the comprehensive warranty in writing that everything to be supplied by them hereunder shall be free from all defects and faults in material, workmanship and material shall be in full conformity with the specifications. The period of warranty shall not be less than period as mentioned in technical specification of the equipment from the date of successful installation.
- ii) The supplier shall confirm that the goods supplied are new, unused and of the most recently manufactured and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- iii) The supplier shall further warrant that all goods supplied shall have no defect arising from design materials or workmanship or from any act or omissions of the supplier that may arise under normal use of the supplied goods in the conditions prevailing in the Vishwavidyalaya.
- iv) All charges about supply of spare parts, labour, travel, per diem and accommodation to supplier's staff, etc. shall be borne by the supplier during the

period of warranty. The Vishwavidyalaya shall not pay any additional charges for services rendered during the warranty period.

4. CONTRACT:

- i) The technically qualified tenderer who is awarded the order will have to give acceptance within 07 days on receipt of such communication. Further, an agreement having terms and conditions laid down in tender documents will require to be signed on prescribed format within 15 days of acceptance of such order.
- ii) The agreement would be signed on a non-judicial stamp paper of Rs 1000/- and cost of which is to be borne by the qualified tenderer.

5. DEFECT LIABILITY CLAUSE:

- i) In case of any loss, breakage / damage and manufacturing defects are detected in the supplied material; it shall be replaced / repaired by the manufacturer/supplier free of cost and without any charges whatsoever.
- ii) The supplier will remain responsible for any defect arising out of defective or improper materials or workmanship in the work during period of **warranty** and they shall be bound to make good the same at their own cost or in case of failure to do so, the Vishwavidyalaya may cause the same to be made good by other alternative agency and deduct the expense from any sum that may be due and any time thereafter may become due to the supplier or from performance security as per GFR-171. The maximum downtime during warranty period should not be more than a week from the time the complaint is lodged.

6. DELIVERY & INSTALLATION:

- i) Delivery, installation and commissioning of equipment at the Vishwavidyalaya will have to be completed within time period of 60 days from date of issue of purchase order.
- ii) Suitable extension of time may be granted on reasonable ground.

7. FORCE MAJEURE:

- i) "Force Majeure" shall mean any event beyond the reasonable control of the purchaser and/ or supplier notwithstanding the reasonable care of the party affected.
- ii) If either party is prevented, hindered or delayed from or in performing any of its

obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

- iii)** Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not:
 - a)** constitute a default or breach of the Contract
 - b)** give rise to any claim for damages or additional cost or expense occasioned thereby
 - c)** If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

8. PERFORMANCE SECURITY DEPOSIT:

- i)** The successful tenderer (Supplier) will be required to furnish a performance security deposit equal to 3% value of purchase order.
- ii)** The Performance Security Deposit shall be in the form of Demand Draft/FDR/Bank Guarantee from any Nationalised Bank including SBI in favour of the Registrar, Dr. Harisingh Gour Vishwavidyalaya Sagar.
- iii)** It shall be submitted within 21 days from the date of communication of award.
- iv)** It shall remain valid up to 60 days beyond all contractual/ obligations including warranty.

9. TERMS OF PAYMENT:

- i)** 90% payment will be made on successful delivery of the equipment and balance 10% payment would be released after successful installation of equipment, training and submission of Performance Security deposit i.e. 3% of the order value.
- ii)** The Vishwavidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalty, if any.
- iii)** The payment mentioned in this point includes all types of payments due to the supplier arising on account of this contract.
- iv)** All payments shall be made by NEFT/RTGS/DBT only after fulfilment of i) and ii) above. Supplier should provide bank account detail in the following format:

1	Name of Bank	
2	Address of the Branch	
3	IFSC	
4	Bank Account No.	
5	Type of Account	

10. PENALTY FOR DELAYED DELIVERY:

- i) In the event of delayed delivery, Installation & Commissioning i.e. after the expiry of the period as mentioned in P.O., the bidder shall be liable for a penalty deduction at a rate 0.5 % per week of delay to be computed on per day basis.
- ii) The maximum levy of compensation shall be 5% of the contract value.

11. DISPUTE:

- i) In case of any disputes, the decision of the Vice Chancellor of the Vishwavidyalaya shall be final and binding on the Bidders.

ii) ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Vishwavidyalaya and the Bidder/ contractor in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitrator appointed by the Vice Chancellor, Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) who shall give written award of his decision to both the parties.

- iii) All legal disputes shall be subjected to jurisdiction of District Court Sagar/ High Court of Madhya Pradesh at Jabalpur only.

12. TRAINING:

Training by expert team/application scientist shall be provided by the supplying company on the specimen and operation of the equipment for adequate period after installation.

13. CLARIFICATION:

For any clarification with respect to technical specifications, please contact the Head, Department of Chemistry, Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) on email id.: prof.archnapandey@gmail.com pushpalghosh27@gmail.com

14. GENERAL INSTRUCTIONS:

- i) Any other term/rule/clause not specifically mentioned here, GFR 2017 shall be referred.
- ii) Not more than one tender shall be submitted by one tenderer or tenderers having relationship. Under no circumstances will father and son(s) or other close relations who have business relationship with one another(i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.
- iii) Tenderer who has downloaded the tender document from the Vishwavidyalaya website and/or CPPP website shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and action will be taken as per the GFR-170 and tenderer is liable to be banned from doing business with the Vishwavidyalaya.
- iv) Intending tenderers are advised to visit the website www.dhsgsu.ac.in regularly till closing date of submission of the tender for any corrigendum/addendum/amendment which could be uploaded subsequently against this tender.
- v) No unsolicited correspondence shall be entertained after submission of the offer.
- vi) Tenders received through any other mode than online shall not be accepted.
- vii) If the bidder is an authorized representative in India, they are required to inform their technical ability to take care of the problems in the system, if developed later within the warranty and outside the warranty period. **The responsibility of the Indian agent must be clearly specified.**
- viii) If an order is placed with the firm, the purchase shall be governed by an agreement as per the University rules in force at the time.
- ix) To safe guard the interests of the University, additional terms & conditions will be incorporated in the purchase order, if needed.
- x) The Bidder(s) must be authorized business partners of Global/National service providers of the respective Software Packages.

- xi)** The Bidder(s) must enclose authorization letter from the respective global/ national service providers of the above said Software particularly mentioning an undertaking that in case of default by the Bidder, they (Global Service Provider) shall take over all the responsibilities of the Bidder.
- xii)** The Bidder(s) should not be involved in any Bankruptcy filing for protection from it.
- xiii)** The necessary service support should be provided by Bidder(s) during the agreement period.
- xiv)** The Quantity is tentative and the Vishwavidyalaya reserves the right to change the quantity as per its requirement at any stage.
- xv)** In case the tenderer withdraws, modifies or changes his/her offer during the validity period, bid is liable to be rejected and the action will be taken as per the GFR-170 without assigning any reason thereof.
- xvi)** Conditional bids shall be summarily rejected.
- xvii)** The tenderer shall quote only one specific make / model, options shall not be quoted. Quoting of options and terms like better/ equivalent/latest/OEM etc. will lead to technical disqualification.
- xviii)** Quoted equipment should be complete in all aspects for its proper functioning including required accessories, computer, software and printing device.
- xix)** The Vice-Chancellor, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) reserves the right to accept or reject any bid or tender and / or withdraw the Purchase Order without assigning any reasons, whatsoever.

ANNEXURE- III

(To be submitted on letter head of the tenderer firm/organization)

UNDERTAKING

1. I/we undertake that I/we have carefully studied and understood all the terms and conditions as mentioned in the tender document and all terms and conditions are acceptable to me as a bidder.
2. I/we undertake that my firm/organisation----- (name of firm/ organisation) has not been blacklisted/ debarred by Central Govt./ State Govt./ Any Govt. Organisation/ PSU.
3. I/we undertake that Director/ CEO/ Workers of my firm/organisation/-----
----- (name of firm/ organisation) has not been convicted by court of law.
4. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.

Seal and signature of Tenderer along with official stamp

ANNEXURE- IV

(To be submitted on letter head of the tenderer firm/organization)

NO NEAR-RELATIVE CERTIFICATE/ DECLARATION

(To be submitted by authorized signatory)

I _____ son/daughter/wife of Shri _____
_____ Authorised signatory of
M/s _____ (Name and address of the
bidder) is competent to sign this declaration and execute the tender document.

I _____ resident of _____ hereby certify that none of
relatives of mine/proprietor/partners/directors is/are employed in the Dr. Harisingh
Gour Vishwavidyalaya Sagar (M.P.). In case at any stage it is found that the information
given by me is false/ incorrect the purchaser shall have the absolute right to take any
action as deemed fit/without any prior information to me.

The Information/documents furnished, along with the tender document are true and
authentic to the best of my knowledge and belief. I am well aware of the fact that
furnishing of any false information/fabricated documents would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Signatory)

Full Name:

Date:

Address:

Place:

Seal:

ANNEXURE - V

PROFORMA OF BID SECURITY DECLARATION CERTIFICATE

Date: _____

Tender No. _____

To,
Registrar,
Dr. Harisingh Gour
Vishwavidyalaya, Sagar (M.P.)

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE- VI
PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(to be stamped in accordance with relevant Act)

Ref: Bank Guarantee No.

Registrar,
Dr. Harisingh Gour
Vishwavidyalaya, Sagar (M.P.)

Dear Sir,

In accordance with your NIT No. dated

M/s having its registered/ Head
office at has participated in the said bid .

As an irrevocable Bank Guarantee against Performance Guarantee for an amount of valid up to, is required to be submitted by the bidder as a condition precedent for commencement of the contract of supply of equipment, the amount is liable to be forfeited on the happening of any contingencies mentioned in the bid documents and contract agreement.

We, the Bank at having our head office at guarantee and undertake to pay immediately on demand by The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) the amount (in figures and words) without any reservation, protest, demur and recourse. Any Such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to
If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on thisDay of 2020 at

Witness

Signature

Signature

Name

Name.....

.....

Designation

Address

Bank's Common Seal

Official Address

ANNEXURE - VII

Agreement to be signed for supply of equipment (To be signed on Non-judicial stamp paper of Rs. 1000/-)

This agreement is made on day of _____ 2020 between the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar – 470003, Tendering Authority hereinafter referred to as “The Vishwavidyalaya”,

And

M/s a registered company with registered office at -----
-----called as "Supplier" and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the "Supplier" has tendered for providing -----**(name of equipment) for Supply and Installation** to “The Vishwavidyalaya”, as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted by the Vishwavidyalaya and the "Supplier" has deposited **with the tendering Authority the sum of Rupees=00 (Rs. only)** as Performance Security Deposit for the fulfilment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The " Supplier " has accepted the contract on the terms and conditions set out in the Tender Inviting Notice No.R/S&P/ dated2018 which shall hold good during period of this Agreement.
2. Supplier agreed to provide the equipment at the rate mutually agreed upon and within time period of -----days from the date of receiving of purchase order issued by the Vishwavidyalaya.
3. The Equipment is provided with a consolidated warranty of two years on all parts of the equipment.
4. Supplier agreed to provide service and to respond to complaints so that the maximum downtime during warranty period should not be more than 48 hours from the time the complaint is lodged.
5. Upon breach by the " Supplier " of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine the same and put an end to this agreement without prejudice to the right of “The Vishwavidyalaya”, to claim damages for antecedent breaches thereof on the part of the " Supplier " and also to reasonable compensation for the loss occasioned by the failure of the " Supplier " to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the " Supplier " to “The Vishwavidyalaya”.

6. Upon the determination of this agreement whether by efflux of time or otherwise, performance security deposit shall after the expiration of two months from the date of such determination be returned to the "Supplier " without any interest and after deducting there from any sum due by the "Supplier " to "The Vishwavidyalaya", under the terms and conditions of this agreement.
7. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the University to the " Supplier " hereby covenants with the University to provide the equipment and to cure defects therein, in conformity with all the provisions of the Contract.
8. The Tendering Authority hereby covenants to pay the " Supplier " in consideration of the equipment and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.
9. In case of not supplying items except the Tendering Authority shall be entitled to forfeit performance security deposit of the Supplier.
10. In the event of action to be taken, the " Supplier " shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bill/ claim of the " Supplier " be made good by a credit note within the stipulated period for the purpose.
11. This agreement shall remain in force until the expiry of 02 months more than warranty period of the equipment.
12. All other terms & conditions of the tender document will be part of the agreement.

Saving Clause: Notwithstanding whatever mentioned in the above clauses supplier will abide by rule/norms/guidelines of Govt. of India issued from time to time.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Authorized Signatory
For and on behalf of

Authorized Signatory
For and on behalf of M/s

Dr. Harisingh Gour Vishwavidyalaya, Sagar

Witness 1 _____

Witness 1 _____

Witness 2 _____

Witness 2 _____

ANNEXURE-VIII

(To be submitted on letter head of the tenderer firm/organization)

BIDDER'S WARRANTY

M/s.-----
herein after referred to as "The Tenderer" having carefully studied the tender documents, Specifications, etc. accompanying the tender for supply of the above mentioned Equipment and desirous to submit the bid as per the Tender Document.

DO HERE BY WARRANTY THAT:

1. The tenderer is familiar with all the requirements of the bid documents.
2. The tenderer has investigated the site and satisfied, regarding the character and scope of the work and local conditions that may affect the supply or its Performance.
3. The tenderer is satisfied that the supply can be performed and completed as required in the contract.
4. The tenderer accepts all risk directly or indirectly connected with the performance of the contract.
5. The tenderer has had no collusion with other contractors, with any of the men of the University, Sagar or with any other person in preparation of the bid.
6. The tenderer has not been influenced by any statement or promise of the Officials of the University but only by the bid documents.
7. The tenderer is financially solvent.
8. The tenderer is experienced and competent to perform the contract to the satisfaction of the Registrar of the Vishwavidyalaya. The tenderer is also competent to take care of the problems in the system, if developed later within the warranty and outside the warranty period.
9. The tenderer assures to provide parts and accessories of the equipment up to 10 years from date of installation of the equipment.
10. The statements submitted with the bid are true.
11. The contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
12. All the terms & conditions of the Supply Order will bind the bidder once his quote is accepted and supply order issued.

Signature of the Tenderer along with official seal

ANNEXURE – IX

INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

More information useful for submitting online bids on the CPP portal may be obtained at <http://eprocure.gov.in/eprocure/app>

REGISTRATION

1. Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Online Bidder Enrolment ” on the CPP portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile number as part of registration process. These would be used for any communication from the CPP portal.
4. Upon enrolment, bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudra etc.) with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidders then log in to the site through the secured log in by entering their user ID/ Password and the password of the DSC/e-Token.

SEARCHING FOR THE TENDER DOCUMENTS

1. There are various search options built in the CPP portal, to facilitate the bidders to reach active tenders by several parameters. These parameters could be Tender ID, Organization Name, Location, Date Value, etc. There is also an option of advanced search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to submit Bid Security Declaration certificate as applicable.

4. Bidder should prepare the Bid Security Declaration as per the instructions specified in the tender document. The original should be posted to the concerned official latest by the last date as specified in the tender document. The details of Bid Security Declaration of accepted instrument, sent physically, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of bidder). No other format is acceptable.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Upon the successful and timely submission of bids (i.e. after clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to process of online bid submission or queries relating to CPP portal in general may be directed to the 24X 7 CPP Portal Helpdesk.

ANNEXURE- X

(**TO BE ISSUED BY PRACTISING COST/CHARTERED ACCOUNTANT ON THE LETTER HEAD**)

CERTIFICATE OF TURNOVER

This is to certify that M/s_____ (Agency Name & Address) is in the business of **Manufacturing/ Reselling of Equipment**. Their Turnover in each Financial Year during the preceding 03 (Three) years are as given below:

<u>Year</u>	<u>Turnover (In Rupees)</u>
FY 2017-18	
FY 2018-19	
FY 2019-20	

This is further to certify that the above Turnover is in line with the Turnover declared by the Agency in their Income Tax Returns filed under PAN NO. _____.

Place:

Date:

Seal and signature of Cost/ Chartered Accountant

ANNEXURE- XI

(To be submitted on letter head of the tenderer firm/organization)

SIMILAR WORK PERFORMANCE CERTIFICATE

M/s -----has been supplying Equipments to Government/ PSU/ Education Institutes etc. Experience/ Performance certificate(s) in last three financial years is/ are attached herewith:

S.N.	Experience/ performance Certificate number & date	Particulars	Amount in Rs.
1			
2			
3			

Note: Experience/ Performance Certificate should be mandatorily attached. Work orders shall not be taken into account. Attached document should disclose date of supply, installation date and financial value.

Seal and signature of bidder