

APPENDIX – I (Part - I)

TERMS & CONDITIONS:

- 1.(A) Sealed Tenders are invited from Manufacturers/ Authorized Reseller/ Authorized Dealers of Manufactures/or Authorized Suppliers for supply of equipments as per the specifications mentioned in Appendix - II during 11:00 A.M. to 3:00 P.M. on working days up to Monday, **03/03/2008**. Tenders received late will not be considered. In case tenders are sent by registered post, it shall be the responsibility of intending suppliers to ensure that they are received before closing hours. The tenders are proposed to be opened on Wednesday, 05/03/2008 at 11:00 hours in the presence of the intending supplier or their authorized representatives who may desire to attend.
- 1.(B) The intending supplier shall also have to mention the name of manufacturer/ make, model of the article and has to enclose the pamphlets/ pictures of the equipments offered, for which the rates are quoted. In the absence of the above details of items offered may not be considered. The preference will be given to (a)Manufacturers, (b)Authorized Reseller of overseas manufactures, (c)Authorized Dealers of manufactures (d)Authorized Suppliers. Tenderers who are accredited with ISO 9000/9001/9002/9003/14000 certificates will get the preference.
- 1.(C) University will accept the tender for items mentioned in Appendix - II from only (a)Manufacturers, (b)Authorized Reseller or dealer of overseas manufactures, (c)Authorized Dealers of manufactures and (d)any other Authorized Agency which is having adequate experience in supply and maintenance of equipments. Such agencies must enclose adequate documents to prove their claims. University reserves the rights to accept or reject tenders of these agencies. The decision of the University regarding this will be final and shall be binding on tenderer.
- 1.(D) All the tenders must be delivered in envelopes in two parts i.e. Technical bid(A), and Commercial bid(B) separately in sealed covers super-scribing the equipments name and tender number and due date of opening.
- 1.(E) The tenderer should provide the following documents in envelope(A) with superscription "**Envelope (A) - TENDER FOR SUPPLY OF SCIENTIFIC EQUIPMENTS/ LAB EQUIPMENTS**":
- a) D. D. for E.M.D. and cost of tender form (Rs. 3300/- for Instruments below 50 lacks and Rs. 5500/- for Instruments pricing above 50 lacks if tender form obtained through Website).
 - b) Certificate of Authorized Manufacturers/ Authorized Reseller/ Dealer of overseas companies/ Authorized Dealers of manufactures/ Authorized Service Centers.
 - c) Clients list of Company/ Dealer and total experience in this field.
 - d) Income Tax clearances certificate of last three years statement of Income Tax Returns signed by Income Tax authority or attested Xerox copy.
 - e) Sale Tax Registration No.
 - f) Part - II of Appendix – I

- 1.(F) The tenderer should provide rates quoted only in Appendix-II in envelope(B) with superscription "**Envelope (B) - TENDER FOR SUPPLY OF SCIENTIFIC EQUIPMENTS/ LAB. EQUIPMENTS**"
- 1.(G) University will reserve full rights to open/ consider the envelop(B) if and only if University is satisfied with the information contained in envelope(A). The decision of the University regarding this will be final and shall be binding to tenderer.
2. Tenderers should furnish complete details of the latest technology available with full documentation & descriptive literature and point out any special features of their system in the Technical Bid. Please note that changing of model after opening of tender will be liable to rejection of the offer.
3. Tenderers must state categorically whether or not their offer is exact to tender specifications and indicate deviations, if any, with net effect thereon, failing which their offer will be ignored. A compliance sheet in respect of the specification, asked for in tabulated form may please be attached with the Technical Bid. Please note that where there is no specification given in the tender, the manufacturer or supplier may submit their own Specifications, Capacity & their past performance with other users & indicative options available in given specifications.
4. Tenderers shall furnish details of the Back-up engineering and system support that will be made available to Saurashtra University.
5. The Principle Investigator, National Facility Under DPRP (DST) Project, Department of Chemistry, Saurashtra University, Rajkot reserves the right to revise or alter the specifications of the equipment before the acceptance of tender and may ask for any document related with purchase at any point of time before issue of order.
6. The equipment must be capable of withstanding power failures and equipment should not be damaged due to trip outs. The normal voltage and frequency conditions available at the site are as follows:
Normal voltage 230 + 10, 3 phase 4 wire system unless stated other wise
Frequency 50 + -5%.
7. Electrical/ Electronic circuits are to be invariably made available at the time of supply along with service manuals.
8. Spare parts: Tenderers should include in their tender, provisions for adequate consumable tools and sufficient stock of maintenance spares as are essential for proper operation and maintenance of the equipment and full particulars of the spare parts should be provided separately. Estimated requirements of spares consumption per annum should be indicated. The successful tenderers shall warranty that spare parts for the system would be available for a minimum period of 10 years after acceptance of the system/equipment. And thereafter before going out the production of the spare parts they will give a notice prior to such discontinuation.
9. The tenderers shall be responsible for installation of the equipment at destination site and for making it fully operational. The DQ, IQ, PQ, OQ will be provided, wherever

- mandatory the equipment must be complying with the CFR-21 (relevant parts) & other regulatory requirements.
10. The tenderer must provide complete details regarding space and all infrastructure needed for installation of the equipment which Saurashtra University should arrange before its arrival.
 11. The tenderer shall be fully responsible for the manufacturers warranty in respect of proper design, quality and workmanship of the equipment; accessories etc. covered by the tender for a period of 24 months from the date of installation of the system or other conditions decided mutually.
 12. Tenderers shall make provision for imparting training to our technical team, faculty on operation and use of equipment, its accessories and software for the intended applications and trouble shooting repair and maintenance. Cost of such training (if any) and the details regarding the course covered and its duration should be specified. Specify component of free training, duration, location & number of years training available for academics.
 13. The supplier should issue a certificate that the equipment is of latest technology and will be upgraded as and when required by Saurashtra University and the equipment will be promptly and properly serviced by them whenever desired by Saurashtra University.
 14. All our imports will be under OGL and are exempted from payment of custom duty. However, current rules will be applicable as the case maybe. Any duty or surcharge levied must be mentioned in offer.
 15. The Prices quoted must be firm and on CIF, Saurashtra University, Rajkot preferably. Different components of the price for insurance, freight installation and commissioning at destination site should be shown separately. Discount offered, if any, should be indicated prominently.
 16. Prices should be shown separately for each item foreign exchange component, rupee element, basic unit, its accessories, computer, software, no. of units of consumables given, critical spares, components, etc.
 17. Prices: submit your latest price catalogue with your commercial bid only.
 18. The offer should be valid for a period of minimum 180 days from the specified date of opening. Delivery schedule may be indicated clearly in the tender.
 19. The successful tenderer shall have to furnish an unconditional performance Bank guarantee valid till 60 days after the warranty period from a scheduled bank for 5% of the order value within 15 days of acceptance of order where LC has to be established for full payment failing which the contract shall be deemed as terminated. In cases where part payment is made on delivery and part on installation, the performance Bank Guarantee shall be asked for at the time of release of the final payment.
 20. The tenderer shall have to deposit Earnest Money Deposit (E.M.D.) (refundable) of 1 % of the cost of equipment by Demand Draft drawn in favour of the Principle Investigator,

- National Facility Under DPRP (DST) Project, Saurashtra University, Rajkot-360 005, Central Bank of India, Saurashtra University Campus Branch, A/c. No. 7034 and the same should be enclosed along with the submission of tender form.
21. Wherever specifications are not given, the tenderer will quote for optional own specification & configurations flexibility. Looking to the requirement of Drug Discovery project & Instrumentation Support to Small Pharma Enterprises.
 22. Tender received without EMD shall be summarily rejected.
 23. EMD of unsuccessful tenderers shall be released at the earliest possible after the award of contract/order on submission of plain application with Money Receipt in original.
 24. In case of successful tenderer, the EMD will be deemed as partial payment towards 5% of Security Deposit.
 25. Printed terms and conditions or the tenders will not be considered as forming part of their tenders. In case terms and conditions of the contract applicable to this tender are not acceptable to any tenderer, he should clearly specify deviation in his tender.
 26. All the tender documents must be duly stamped & signed by the Principals. If the Indian Agent/ Representative submits tender, then he will have to produce a certificate of such authority for making quotation on manufacturer's behalf.
 27. Indian representatives of foreign suppliers shall have to submit their authorization certificate from the principals. Income tax clearance certificate & Sales tax clearance certificate may be furnished along with the tender.
 - 28.(A) If the ordered Equipments are not provided within stipulated time limits, deduction @ 1% of the total cost order value per week for extra time taken will be done from the bill. However, the Principle Investigator, National Facility Under DPRP (DST) Project, Department of Chemistry, Saurashtra University, Rajkot may condone/ relax this penalty and may grant extension up to the time limit as deem fit by him, provided the tenderer applies and satisfies about genuineness of the reasons for delay in supply of articles.
 - 28.(B) Successful tenderer will have to furnish security deposit to the extent of 5% of total cost of the items accepted by the University as offered in the tender either in cash or through demand draft on Central Bank of India, Saurashtra University Campus Branch, Rajkot account in favour of the Principle Investigator, National Facility Under DPRP (DST) Project, Department of Chemistry, Saurashtra University, Rajkot-360 005, A/c no 7034, within specified time from the date of issue of letter of acceptance.
 - 28.(C). The amount of Security deposit without any interest there on will be returned to the tenderer after 12 months or the expiry of the warranty period whichever is late from the date of supply, subject to the surrender of Money Receipt in original in this office.
 - 28.(D) On acceptance of the rates as per the approved tender and after completing official necessary formalities, the tenderer will be informed about the acceptance of his tender. The supply order will be placed by respective officers of Saurashtra University, Rajkot.

- However, Security Deposit for order will have to be deposited with the Principle Investigator, National Facility Under DPRP (DST) Project, Department of Chemistry, Saurashtra University, Rajkot-360 005.
- 28.(E) As soon as the tenderer delivers the tender in the office of the undersigned, it shall be binding on him and he shall not be able to withdraw or amend the offer.
- 28.(F) The Principle Investigator, National Facility Under DPRP (DST) Project, Department of Chemistry, Saurashtra University, Rajkot also reserves the right to obtain the articles by negotiations from one or more of the tenderer, if in case the rates, quality, make, specifications or other terms and conditions etc. of tenderer are not found suitable, to this University.
- 28.(G) The undersigned also reserves the right to accept or reject the supplies in full or in part which do not strictly stick up to the specifications or to accept the material/articles supplied with slight variations in specifications or with a condition that the rates accepted shall be reduced at such rates as the competent authority of the University may deem fit, looking to the variations and that such rates shall be binding on the tenderer.
- 28.(H) University reserves the right to accept or reject - higher version of equipment/ instrument etc. or any other items under the same terms and conditions and same price quoted by tenderer in Appendix - II.
29. Bidders are required to submit terms, conditions and charges (special discounted academic price) quoted for Annual Maintenance Contract (with & without spares parts) for next five years after guarantee/warranty period is over or on call basis.
30. While preparing the tender the following may please be mentioned clearly.
Tender No., Description of items, price (whether inclusive/exclusive of taxes and duties), etc.
31. Full five years comprehensive warranty for spares etc.
32. All the tenders should be addressed to The Principle Investigator, National Facility Under DPRP (DST) Project, Department of Chemistry, Saurashtra University, Rajkot-360 005, Gujarat, India.
33. Late, delayed, incomplete, conditional tenders and amendments & additions to tender after opening will not be accepted.
34. The University may arrange for a Technical Discussion meeting of the bidders preferably with the experts and/or of Advisory Committee Members of National Facility Under DPRP (DST) Project, Department of Chemistry, Saurashtra University, Rajkot, Where specifications offered by suppliers will be analyzed and clarifications, if any, sought. The exact date and time will be communicated to the bidders well in advance by Principle Investigator.

35. The bidders who finally emerge as technically acceptable shall be allowed to withdraw their commercial bids and send again a revised bid in a sealed envelope or to adhere to the original bid sent. Commercial bids of technically qualified bidders will only be opened.
36. Orders for equipment will be dispatched to the successful party in two copies and the party has to return one copy duly stamped and signed as a token of the acceptance of the order. In case the order confirmation is not received within time period, it shall be presumed that the vendor has not accepted the order and will be liable to be cancelled.
37. The credit bill should be presented in triplicate in the name of respective authority as quoted in final supply order is made. For any delay in payment, interest or any other kind of compensation, etc. the University will not make extra payment.
38. This contract will be governed as per terms and conditions mentioned above, Agreement made, Saurashtra University Act & DST guidelines for the project. Delay in supply within the prescribed time limit or the extended time limit, making of supplies not up to the standard specification and performance or non-observance or non-acceptance of these terms and conditions by the tenderer, shall constitute breach of contract and the security deposit or any other deposit of the tenderer shall be forfeited by the University besides other actions of reduction in bills of supplies and/or other legal actions and finally the decision of the University shall be binding on the tenderer.

Principle Investigator

National Facility for Drug Discovery
Through New Chemical Entities and
Instrumentation Support for Small Pharma
Enterprises, (Jointly funded by DPRP (DST),
Govt. of Gujarat (Gandhinagar) and
Saurashtra University),
Department of Chemistry,
Saurashtra University,
Rajkot-360 005, Gujarat, INDIA

APPENDIX – I (Part – II)

Undertaking to be given by the tenderer for supply of Scientific Equipments/Lab. Equipments:

Whereas, Principle Investigator, National Facility Under DPRP (DST) Project, Saurashtra University, Rajkot, has called for tenders for supplies as per the enclosed Appendix - II.

I/We hereby offer our tender at the rates given in the enclosed Appendix – II (Envelope-B), duly filled in and signed by me/us and hereby also affix my/our signature(s) below this tender voluntary and full acceptance of all the terms and conditions of this tender, which shall be the agreement between the above tender calling authority and myself/us.

Encl.: Appendix – II (Envelope-B).

Signature of the Supplier: _____

Name of the Supplier: _____

Capacity in which signing: _____

Full address of the Supplier: _____

Place:
Date:

With seal/stamp: