



Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi -110078

Website: <http://www.ipu.ac.in>

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Dated: 17.02.2021

TENDER No. 08 /PUR/GGSIPU/2020-21

E-TENDER (NIT)

Registrar, Guru Gobind Singh Indraprastha University invites e-tender from reputed and eligible contractors/firms in two bid systems (Technical & Financial) for the **Supply and Installation of Lab Equipments (FTIR, HPLC, High Purity Ultra-Pure Water Unit, and Dynamic light Scattering Instrument for Measurement of size and Zeta Potential of Nanoparticle one each) for USCT**, at Sector 16 C, Dwarka, New Delhi-110078. Tender document can also be downloaded from Delhi Govt. e-procurement website i.e. www.govtprocurement.delhi.gov.in. The details of Tender document can also be viewed from University Website <http://www.ipu.ac.in>.

1.	Name of work	Supply and Installation of Lab Equipments (FTIR, HPLC, High Purity Ultra-Pure Water Unit, and Dynamic light Scattering Instrument for Measurement of size and Zeta Potential of Nanoparticle one each) for USCT at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078
2.	The last date and time of uploading technical and financial bid on e-procurement website.	08.03.2021 Upto 01.00 p.m. As per order No. F.9/4/2020-PPD, issued by Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India dated 12 th November, 2020, no EMD is required to be submitted, however, a self declaration undertaking must be submitted by the prospective bidders as per Annexure-I .
3.	Date and time for opening of Technical bid	08.03.2021 at 02.30 p.m.
4.	Cost of Material	Rs. 75 Lakh (approximate)
5.	The bids shall be submitted in two stages viz.(i) <i>Technical bid</i> (ii) <i>Financial bid</i> . Detailed specification of the item(s) to be supplied is placed at Section-III Annexure-G . The Technical & Financial bid should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in (No documents need to be submitted in hard copy).	
6.	Financial bid shall be opened after evaluation of technical bid and the date & time will be notified, thereafter on e-tender website www.govtprocurement.delhi.gov.in	

(REGISTRAR)



GURU GOBIND SINGH
INDRAPRASTHA
UNIVERSITY

TENDER DOCUMENT

FOR

Supply and Installation of Lab Equipments (FTIR, HPLC, High Purity Ultra-Pure Water Unit, and Dynamic light Scattering Instrument for Measurement of size and Zeta Potential of Nanoparticle one each) for USCT

AT

Guru Gobind Singh Indraprastha University
[A state University under Govt. of NCT of Delhi]
Sector 16 C, Dwarka, New Delhi 110 078

Dy. Registrar (Purchase)
Room No. L 010, Ground Floor, Library Block,
GGSIU, Sector 16C, Dwarka, New Delhi 110078
Contact Nos.011 25302149-150
Email: purchasebranch@ipu.ac.in

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NOTICE INVITING TENDER

Registrar, Guru Gobind Singh Indraprastha University (GGSIPU) invites e-tender (in two bid system – Part I & II) from reputed and experienced bidders /suppliers for the following on Supply & installation basis:

1. **Particulars of Items:** Details of the items with specification is mentioned at **Annexure-G**
2. **Completion period:** Supply and installation within 90 days from the date of issue of award of the tender/issue of Purchase Order, whichever is later.
3. **Availability of Tender Document:** Tender Documents with detail terms & conditions can be downloaded from Delhi govt. e-procurement website.
4. **Qualification of the Tenderer:** The bidder must upload the documents on e-procurement website as per the tender clause 13.
5. **Validity Period of Offer:** The rates offered in Part II (Financial bid) should be valid for one hundred and eighty (180) days from the date of opening of Part I (Technical bid) of the Tender.
6. **Receipt and opening of Tenders:** The Technical Bid will be opened on the same day at 02.30 pm.
7. GGSIPU reserve the right to accept or reject any or all the tenders wholly or partially without assigning any reason thereof.

SECTION-I

INSTRUCTIONS TO BIDDERS

8.0 **Scope & Work**

The work consists of:

8.1 **Supply and Installation of Lab Equipments (FTIR, HPLC, High Purity Ultra-Pure Water Unit, and Dynamic light Scattering Instrument for Measurement of size and Zeta Potential of Nanoparticle one each) for USCT at University Campus at Sector-16 C, Dwarka, New Delhi as per specification in Section-III (Annexure-G).**

8.2 Comprehensive on-site **warranty** for a period of **60 months** from the last date of completion/ installation for all the items supplied as certified by the University.

9.0 **Definitions:**

9.1 **GGSIPIU** means Guru Gobind Singh Indraprastha University, Delhi

9.2 **University** means Guru Gobind Singh Indraprastha University, Delhi

9.3 **Employer** means the Registrar, GGSIPIU and his successor

9.4 **Bidder** means the Manufacturer/Vendor/Firm

9.5 **“Year”** means “Financial year” unless stated otherwise.

10.0 **Who can apply:**

10.1 If the bidder is a proprietary firm, the application shall be signed by the proprietor with his full typewritten name and the full name of his firm with its current address, Contact details etc.

10.2 If the bidder is a firm in partnership, the application shall be signed by all partners of the firm with their full typewritten names and current addresses, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of partnership deed and current address of all the partners of the firm should accompany the application.

10.3 If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a certified copy of the power of attorney. The bidder should also furnish a certified copy of the Memorandum and Articles of Association duly attested by a Public Notary.

10.4 **Joint Venture/ Consortiums are not accepted.**

11.0 **Sealing and Marking of Bids**

11.1 Technical bid must be submitted on e-procurement website of each item and the respective Bid-Securing Declaration form for EMD as per **Annexure-I**.

12.0 **Bid Submission:**

12.1 The document comprise of the technical bids alongwith Bid-Securing Declaration Form should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in **only (Not to be submitted in hard copy)**

12.2 The **“Financial Bid”** shall comprise of the price bids uploaded on e-tender website i.e. www.govtprocurement.delhi.gov.in

12.3 Each page of the Technical Bid, Tender Document must be signed by the authorized signatory of the bidder.

12.4 Conditions other than those laid down in the Tender document will not be entertained.

12.5 A pre-bid meeting shall be held on 22.02.2021 at 11:00 AM in the Purchase Branch, GGSIPI University with the interested and prospective bidders to resolve their queries and issues clarification (if any).

13.0 Eligibility Criteria for Technical Bid

The formats/Annexure for the documents to be submitted, with Technical bids are placed at (Annexure– A, A1, A2 to Annexure I):

13.1	Letter of Transmittal	Annexure – A
	Declaration by Bidder	Annexure – A1
	Compliance to Bid Requirement	Annexure – A2
	A declaration by the manufacturer/firm/vendor as to the probable date of manufacture of the item for which financial bid has been made.	Annexure – A 3
	Organizational Structure: - Legal status of the company/ organization with legal proof along with certified copies.	Annexure - B
13.2	Income Tax Registration (PAN No.),	Attach certified copies
	GST Registration Number	
13.3	<p>Average financial turnover of Rs. 25 Lacs for FTIR, Rs. 15 Lacs for HPLC, Rs. 7 Lacs for HPUPW Unit and Rs. 28 Lacs for Dynamic Light Scattering Instrument during the immediate last three consecutive financial years, duly audited, signed & stamped by a Chartered Accountant.</p> <p>The bidder should not have incurred losses in more than two years in the last 3 consecutive financial years along with copies of audited profit and loss account of last three years.</p> <p>For FTIR : Should have executed at least 03 (Three) similar work of value not less than Rs. 10 Lacs or two similar work of value not less than Rs. 15 Lacs for, or one similar work of value not less than Rs. 20 Lacs.</p> <p>For HPLC: Should have executed at least 03 (Three) similar work of value not less than Rs. 6 Lacs or two similar work of value not less than Rs. 9 Lacs or one similar work of value not less than Rs. 12 Lacs.</p> <p>For HPUPW: Should have executed at least 03 (Three) similar work of value not less than Rs. 2.8 Lacs or two similar work of value not less than Rs. 4.2 Lacs or one similar work of value not less than Rs. 5.6 Lacs.</p> <p>For Dynamic Light Scattering Instrument: Should have executed at least 03 (Three) similar work of value not less than Rs. 11.2 Lacs or two similar work of value not less than Rs. 16.8 Lacs or one similar work of value not less than Rs. 22.4 Lacs.</p>	Annexure C
13.4	<p>Firm should have executed atleast one single order of same and similar nature of Lab Equipment in the last three financial years.</p> <p>Explanation: Same and Similar nature of lab equipment means the work of supply and installation of similar or equivalent lab equipments mentioned at Annexure-G in public sector undertaking, Govt. department, Educational Institutions, Research Institutional or in reputed private sector. This should be certified by an authorized officer of the client organization on its letter-head.</p>	Annexure D
13.5	<p>That the bidder/ organization has not been debarred or blacklisted by any of the Central/State Government/Departments /Organizations/Central or State PSU in last 3 years. In case the debarment or blacklisted has been revoked by the department or court then it shall not be considered as blacklisting or debarment.</p> <p>A declaration of fair business practice by the Bidder.</p>	Annexure – E
13.6	Bid Securing Declaration for EMD by the Bidder	Annexure – I
13.7	The intending bidder must submit compliance report of each item of the bid.	Attach compliance report
13.8	The Manufacturer/firm/vendor should have a authorized service centre in India only	Attach copy of proof
13.9	Printed and proper circulated catalog for the quoted similar items be submitted along with the tender document	Attach copy of proof
13.10	Authorization letter of the OEM	Attach copy of proof
13.11	Comprehensive on-site warranty for a period of 60 months from the last date of completion/ installation for all the items supplied as certified by the University.	Certificate to be given
13.12	The proprietor/partners of the agency do not have any relative employee in the University.	Certificate to be given
13.13	The intending bidder must attach Income Tax return for the last three years with the bid document or Gross Annual Income Certificate for the last three years duly certified by the Chartered Accountant	Attach copy of proof

Supplier needs to demonstrate the quoted instrument at the Institute/NCR and show each point mentioned in the technical specification.

All the documents should be self attested by the bidder. University reserves the right to independently verify the documents submitted by the bidder from issuing authority.

14.0 Opening of Technical Bids & Evaluation:-

- 14.1 The details submitted by the bidders will be evaluated in the following manner:
- 14.2 The “initial eligibility criteria” prescribed in para 13.1 to 13.11 above in respect of experience in similar class of works completed, financial turnover, profitability and valid registrations will first be scrutinized.
- 14.3 Examination of the specification of all the items will be done by specialized specification evaluation committee.
- 14.4 Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:-
- 14.5 Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- 14.6 Record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

15.0 Opening of Financial bid and evaluation:

After the Technical evaluation of the bids, the University will open the ‘Financial Bids’ of all the bidders who have qualified in the Technical Eligibility Criteria as per Clause 13, at notified time, date and place, if any. **The lowest financial bidder item-wise shall only be considered for award of work.**

16.0 Earnest Money Deposit:

As per order No. F.9/4/2020-PPD, issued by Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India dated 12th November, 2020, no EMD is required to be submitted, however, **a self declaration undertaking must be submitted by the prospective bidders as per Annexure-I.**

- 17.0 Performance Security:** The successful bidder will be required 3% Performance Security after award of work within 15 days in the form of FDR/BG (FDR/BG should be valid for 60 days beyond warranty period i.e. 60 months) from the date of supply.

18.0 Financial Bid:

The bidder shall quote unit item rates in INR only. No alterations in the form of tender, in the schedule of quantities or additions (Financial Bid) etc. shall be permitted. In case of difference between the rates of items written in figures and in words, the rates of items written in words shall be taken as correct. The rates quoted in schedule of quantity (Financial Bid) are for finished and completed items and no extra amount for cartage or transporting material, labour etc. shall be paid. The rates should be inclusive of all loads and lifts for all materials for the completed items and also include all taxes, insurance, royalties etc. as applicable. Indian Supplier has to quote the all inclusive of rate product i.e. freight, insurance, packing, handling, assembling, installation, commissioning upto the University or as given in the work order.

19.0 General:

- 19.1 All information called for in the enclosed forms should be furnished against the relevant places in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against at the relevant place. Even if no information is to be provided in a column, a “Nil” or “No Such Case” entry should be made in that column. If any particular/query is not applicable in case of the bidder, it should be stated as “not applicable”. The bidders are cautioned that incomplete information called for in the tender document or deliberate suppression of any information may result in the bid being summarily disqualified. Bids received after the expiry of the stipulated date and time mentioned in the tender document will not be entertained.
- 19.2 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing with date and rewriting. Pages of the eligibility criteria document are to be numbered. Additional sheets, if any added by the bidder, should also be numbered. Bid should be submitted as a package with signed letter of transmittal.
- 19.3 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by officer of the client organization with name & designation.

- 19.4 The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless it is called for by the University.
- 19.5 Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any work in GGSIPU **which may also result in forfeiture of performance security.**
- 19.6 The successful bidder shall have to work in co-ordination and co-operation with any other agencies appointed by the University to work simultaneously in the same or adjoining area. The decision of the University in case of any dispute between the different agencies appointed by the University shall be final and binding.
- 19.7 Income tax, Works Contract Tax and any other tax at the rates in force during the progress of contract / **award of work** that will be in force from time to time shall be recovered / deducted from the released payment amount.
- 19.8 GST or any other tax on material applicable on the date of submission of bid in respect of this contract shall be payable by the bidder and University will not entertain any claim whatsoever in respect of the same.
- 19.9 The bidder shall have to make his own arrangement at no extra cost to the University for water Supply & Installation, sanitation and electric Supply & Installation etc. at the site of work.
- 19.10 On acceptance of the tender, the name of the accredited representative(s) of the bidder who would be responsible for taking instructions from the University shall be communicated in writing to the Registrar.
- 19.11 If the bidder shall obtain a contract with GGSIPU as a result of wrong tendering or other non-bonafide methods of competitive tendering, the University reserves the right to terminate the contract without any liability to the bidder, which may also result to forfeiture of performance security.
- 19.12 Without prejudice to any of the rights or remedies under this contract if the bidder dies, the University shall have the option of terminating the contract without compensation to the legal heir of the bidder.
- 19.13 Escalation: Increase in rates of material / Labour shall not be payable on any account. Price quoted shall be firm and no escalation will be allowed on any account.

20.0 Scope of Works

The Scope of work shall consist, Supply & Installation, erection and placing in position at site, complete in all respects, and its maintenance during warranty period for items mentioned at clause 1. as per specification given under Section III

20.1 Specification for Work and Quality

The procurement of various materials shall be either from the manufacturers or their main authorized dealers to ensure that no duplicate/spurious makes are used in the works. The entire work shall be warranted for a period of **60 months** against defective material with liability of replacement or to the satisfaction of the University.

20.2 Safety and Security

Safety and Security of workers/staff, material, equipments, etc. will be the responsibility of the bidder. The university will not be held responsible on this account

20.3 The University reserves the right, without being liable for any damages or obligation to inform the bidder, to:

- (a) Amend the scope and value of contract to the bidder.
- (b) Reject any or all the applications without assigning any reason.

20.4 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the University would result in rejection of his bid. Canvassing to any kind is prohibited.

20.5 The necessary training and technical support will be provided to at least 6 persons for the period of 2 weeks by the company

- 20.6 All the necessary manuals, documentations (2 Sets) will be provided in hard and soft form by the supplier only.
- 20.7 The commissioning and complete installation of all the equipment/machinery, including civil work, electrical work, pneumatic power supply etc. as per the setup finalized by the committee will be done by the supplier only.
- 20.8 The whole system shall be secured by wired fencing.
- 20.9 **Default in After Sales Services:** In the event of any default and/or unsatisfactory after sales service by the supplier/tenderer/vendor/firm, the competent authority of the institute will be at liberty to repair during warranty/get the item repaired/serviced from other source/party at the cost of vendor. All the cost has to be paid by the vendor / supplier of instrument.
- 20.10 In case of software items, the suppliers should ensure that:
- a) Legal software is supplied in original sealed pouches/P.K.T.
 - b) A license agreement is enclosed with it
 - c) A registration card is available in software.
- 20.11 The bidder who will qualify the technical evaluation shall give demonstration of the equipments to the technical members of the committee. Price bids of only those bidders will be considered whose demonstration will be found satisfactory by the technical members of the committee.

21.0 Final decision making authority

The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the university to the bidder (s).

22.0 Summary Rejection of tender:

- 22.1 The tenders not submitted the form for Bid-Securing Declaration for EMD (Annexure-I) shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

23.0 Particular provisions

- 23.1 The University reserves the right to execute the work or reject the tender without assigning any reason or incurring any liability to the bidder.
- 23.2 The University has the power to make alteration in, omission from, addition of or substitution for the original specifications, drawings, designs.

24.0 Amendment of tender document:

- 24.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addenda.
- 24.2 Any addendum thus issued shall be a part of the tender document and shall be uploaded on the e-procurement website (www.govtprocurement.delhi.gov.in). Prospective bidders must visit the website before filling and submission of Tender Document for such information.

25.0 Validity of Tender:

One Eighty days from the date of opening of **Technical Bid** of the tender. During this period no bidder shall be allowed to modify/withdraw his tender.

26.0 Performance Guarantee:

- 26.1 The successful bidder shall be required to furnish a Performance Guarantee of 3% of the total tendered value after successfully installation of the product at site. The Performance Guarantee should be valid up to **60 days beyond warranty period i.e. 62 months**. The Performance Guarantee shall be accepted in the following form and shall be in favour of "Registrar, GGSIPU", payable at Delhi with a validity of months as under:-
- i. Fixed deposit receipt (FDR) of a nationalized bank (62 months validity)
 - ii. Bank Guarantee (As per Annexure-H) (62 months validity)
- 26.2 Performance Guarantee will be refunded after completion of the warrantee **period as per clause 27**.
- 26.3 In case of non submission of Performance Guarantee within specified time the University may consider to black list/de-bar the bidder.

26.4 In case a fixed deposit receipt/ Bank Guarantee of any bank is furnished by the bidder to the University as part of the Performance Guarantee and the Bank is unable to make payment against the said instrument. The loss caused thereby shall fall on the supplier and the supplier shall forthwith on demand furnish additional security to the University to make good the deficit.

27.0 Warranty

The bidder shall provide comprehensive on-site **warranty** for a period of **60 months** for all items from the last date of completion / installation as certificate issued by the University and shall be responsible for any defects that develop in the item. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost.

The bidder is responsible for all packing, unpacking, assembly, installation of units. The bidder will test the products and accomplish the adjustments necessary for successful and continuous operation of the products supplied at all installation sites and shall ensure maintenance of the supplied products during the warranty period. All the repairing / replacing of defects shall be done by the bidder totally free of cost.

28.0 Duration

The items covered under this tender are required to be delivered and installed at University Campus at Sector 16C, Dwarka, New Delhi **within 90 days**.

29.0 Payment Terms

29.1 The payment will be released after complete installation, training and receipt of performance guarantee of the product as follows: .

(a) **Delivery, Installation, Commissioning & Successful Completion:** 80% of project cost against the delivery challans, hardware inspection report, bill/invoice, equipments details, factory test report, & complete installation etc.

(b) **Remaining 20% of the project cost:** Remaining payment may be released against the submission of completion report, satisfactory service certificate, training and performance security etc. payment shall be made after adjusting penalties (if any) as applicable.

29.2 Each invoice should be submitted in duplicate clearly specifying contact no, goods description, quantity, unit price, total amount, bank details along with warranty certificate, etc.

29.3 No advance payment will be made under any circumstances.

30.0 Delay and Non Conformance

30.1 If the bidder fails to Install the Equipment with in the period specified in the Purchase Order, University shall without prejudice to its other remedies under the Purchase Order, deduct from the contract price, as liquidated damages, a sum equivalent to 1% (one percent) of the contract price of the delayed goods weekly or part thereof of delay until actual delivery. The penalties will be maximum of 10% of the contract amount / awarded value.

30.2 In case of extraordinary delay or beyond 90 days of stipulated delivery period, University reserves the right to terminate the contract, without any liability to cancellation charges, forfeit/en-cash the submitted Performance Guarantee and blacklist/debarred the defaulting firm.

31.0 Services during warranty period

31.1 The maximum response time for maintenance complaint during warranty period (i.e. time required for bidder's maintenance engineer to report at the installation after a request call is made or letter is written) shall not exceed 05 working days.

31.2 The period for correction of defects during warranty period is 3 weeks.

31.3 In case an item is not useable beyond the stipulated maximum downtime the bidder will be required to arrange for an immediate replacement.

31.4 In case the rectification of defects is not carried out within 3 week and replacement of defective items are not provided, a penalty of sum equivalent to 5% per week of the delivered price of that defective item(s) shall be levied. This penalty is applicable up to a maximum of 4 weeks (maximum 10%)

32.0 Packing and Marking

32.1 All packing should be strong enough to withstand rough handling during loading/ unloading and transporting. Fragile articles should be packed with special precaution and should bear the marking like Fragile, handle with care, This side up etc.

33.0 Substitution and Wrong Supplies

Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the bidder at bidder's cost and risk.

34.0 Insurance, Freight and Deliveries

34.1 The supplier shall make his own arrangements towards safe and complete delivery including insurance, freight, state level permits etc. as applicable at the designated locations indicated by University in the Purchase Order.

34.2 The bidder will keep University informed about changes, if any, in various stages of deliveries, installation.

35.0 Arbitration and Settlement of Disputes:

35.1 University and the bidder shall make every effort to resolve amicably by direct information negotiation by difference or dispute arising between them under or in connection with the University order.

35.2 If after thirty (30) days from the commencement of such informal negotiations, University and the supplier are unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

35.2.1 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, GGS Indraprastha University.

35.2.2 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the bidder is specifically directed by University to desist from working in this behalf.

35.2.3 The venue of arbitration shall be Delhi/ New Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to the jurisdiction of the Delhi Courts only

35.2.4 It is also a term of that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

36.0 Force Majeure For purpose of this Clause, Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order.

If a Force Majeure situation arises, the supplier shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

SECTION II
INFORMATION REGARDING TECHNICAL ELIGIBILITY
(Annexure A to I)

LETTER OF TRANSMITTAL

From:

To

The Registrar
GGS IPU
Sector 16C, Dwarka,
Delhi

Sub: Submission of Tender Document for the work of “**Supply and Installation of Lab Equipments (FTIR, HPLC, High Purity Ultra-Pure Water Unit, and Dynamic light Scattering Instrument for Measurement of size and Zeta Potential of Nanoparticle one each) for USCT at GGSIPU Campus, Sector 16C, Dwarka, New Delhi**”.

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information:-

1. I/we hereby certify that all the statement made and information supplied in the enclosed annexure / forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to Supply & Installation.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar, GGSIPU to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the GGSIPU to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Name & Signature(s) of Bidder(s) with seal

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby represent that we have gone through and understood the Bidding Document (which in two parts) in Part-I (Commercial Section & Technical Section) and Part-II (Schedule of Quantities) and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents.

We are submitting a copy of Bidding Document marked “Original” as part of our Bid duly signed and stamped on each page in token of our acceptance. We undertake that Part-I and Part-II of the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this Part-I and Part-II as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have indicated prices in Schedule of Quantities and submitted in Price Bid in separately sealed envelope. We confirm that rate quoted by us includes price for all works/activities/supply etc. as mentioned in item description of the items in Schedule of Quantities.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Note : This declaration should be signed by the Bidder’s representative who is signing the Bid.

COMPLIANCE TO BID REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents, if any, for subject work issued by GGSIPU.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

DECLARATION BY THE BIDDER

We _____ (Name of the Bidder) hereby declare that the lab item for which we have quoted our price in the Financial Bid would not be an item used so far for demo/any other purposes and will be unused (brand new).

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

Note: This declaration should be signed by the Bidder’s representative who is signing the Bid.

ORGANISATION STRUCTURE

1. Name & Address of the Bidder :
2. Telephone No./Fax No./ e-mail :
3. Legal status of the Bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
 - e) A Public Sector Undertaking
4. Particulars of registration with various Government Bodies (Attach attested Photo Copy)
 Organization /Place of registration Registration No
5. A. PAN No. -----
 B. GST No. -----
6. Names and Titles of Directors & Officers with designation to be concerned with this work. :
7. Name & Designation of individuals authorized to act for the organization :
 (Pl attach power of attorney in favour of authorized representative duly signed by authorized signatory)
8. Has the Bidder ever required to suspend work for a period of more than six months continuously after you commenced the business? If so, give the name of the project and reasons of suspension of work. :
9. Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment. :
10. Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details. :
11. Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details. :
13. Any other information considered necessary but not included above. :

(Stamp, Name & Signature of Bidder)

DETAILS OF ANNUAL TURNOVER**A. FINANCIAL DETAILS**

Financial Years	Gross Annual Turnover (In Lakhs)	Profit/Loss (In Lakhs)
2017-2018		
2018-2019		
2019-2020		

- B. Audited balance sheet and profit & loss account for above three years to be submitted. Must be attested by the Chartered Accountant.**

Signature & stamp by Chartered Accountant

(Stamp, Name & Signature of Bidder)

DETAILS OF SUPPLY OF LAB ITEMS (AS PER SPECIFICATION GIVEN IN SECTION III BELOW) IN LAST 03 (THREE) YEARS

S. No.	POSTAL ADDRESS OF CLIENT WITH CONTACT NUMBERS	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	REASONS FOR DELAY, IF, ANY

(Stamp, Name & Signature of Bidder)

DECLARATION FOR FAIR BUSINESS BY THE BIDDER

This is to certify that We, M/s _____ in submission of this offer confirm that:-

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements;
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- iii) Business has not been banned with us by any Central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government.
- iv) We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- v) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- vi) We understand that in case of any statement/information/document furnished by us or to be furnished by us in connection with this offer is found to be incorrect or false, our EMD in full will be forfeited and business dealings will be banned.
- vii) We have not been punished / penalized by way of imprisonment in last three years.
- viii) We have not been blacklisted/ debarred by any of the Government/Public Sector Agency in last three years.

SEAL, SIGNATURE & NAME OF THE BIDDER

Signing this document

**Form of Performance Guarantee
Bank Guarantee Bond**

1. In consideration of the GGSIPU (hereinafter called “The University”) having offered to accept the terms and conditions of the proposed agreement between ----- and -----
----- (hereinafter called “the said bidder(s)”) for the work -----
--- (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ----- only) as a security/guarantee from the bidder (s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, ----- (indicate the name of the Bank) ----- (hereinafter referred as “the Bank”) hereby undertake to pay to the University an amount not exceeding Rs.----- (Rupees ----- only) on demand by the University.
2. We, ----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said bidder (s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only).
3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We, ----- (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-Charge on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee.
5. We, ----- (indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).
7. We, ----- (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)

SECTION III**TECHNICAL SPECIFICATIONS****Supply and Installation of Lab Equipments (FTIR, HPLC, High Purity Ultra-Pure Water Unit and Dynamic light Scattering Instrument for Measurement of size and Zeta Potential of Nanoparticle one each) for USCT**

S. No.	Description	Qty	Estimated cost
1.	<p>Specifications of FTIR are as follows:</p> <ol style="list-style-type: none"> 1. Spectral range of (MID-IR & FIR) $7,800\text{ cm}^{-1} - 50\text{ cm}^{-1}$ or better range with exchangeable MIR, FIR beam splitter. Necessary source, beam splitter and detector should be quoted to cover the above-mentioned range. All the beam splitters and detectors should be automatically software controlled. 2. Detectors: DLaTGS/DTGS detector for MID IR range, DLaTGS/DTGS (or similar) for FAR IR range. System should have dedicated and separate detectors. 3. Spectral resolution 0.4 cm^{-1} or better. 4. Wavelength repeatability $\pm 0.02\text{ cm}^{-1}$ or better. 5. Beamsplitters: KBr Beam splitter for MID IR range, solid substrate/silicon/mylar beam splitter for FAR IR range. System should have dedicated and separate beam splitter. 6. The beamsplitters should be moisture resistant and capable of working in high humidity area should be able to work in high humidity area. 7. Optics should be coated with Gold or equivalent. 8. Sealed and desiccated optical unit with provisions for purging facilities. 9. Optical system should also be compatible for all the accessories and detectors. 10. Signal to noise ratio: Equal or better than 45000:1 peak to peak (4 cm^{-1} resolution, 1 min measurement time) 11. System should have automatic accessory recognition facility to identify, optimize the accessory once it is mounted in the sample compartment. 12. System/Software should have facility to minimize the effect to atmospheric water and CO_2 on the sample spectra without the need for reference or calibration spectra Sealed and desiccated Interferometer with built-in provision to protect from moisture. 13. Spectrometer components like source, laser, detector, interferometer must be continuously monitored and the software must offer detailed information about the nature of any failure and suggest possible remedy. 14. ATR with Monolithic Diamond crystal for direct Powder, Liquids, Polymer, Films sample analysis without any sample preparations. 15. System should be supplied with latest branded PC and Printer. Hydraulic press with Agar pestle and mortar. Liquid cell holder and demountable cell with NaCl windows for viscous/Semi Solid samples, KBr die set, Assorted Rectangular Teflon Spacers, KBr Circular and rectangular Windows, Universal KBr pellet Holder, KBr (250g) should be supplied with instrument. 16. Sealed cell with NaCl plates for recording transmission spectra for liquids. 17. Additional 5 NaCl plates for recording transmission spectra. 18. The quoted system should be certified as complete for carrying out the measurement: <ul style="list-style-type: none"> • FT-IR spectra of a variety of samples such as solids, liquids, gel etc. • FTIR spectra of organic, inorganic, organometallic compounds. • Study of kinetics, catalytic reaction and changes, structural changes of nano material in exposure to any chemical, gas etc. 19. If any accessory or part(s) required to perform all of the above types of experiments are not specified in the tender, the supplier should invariably quote all such accessories or parts. 20. High purity nitrogen cylinder with double stage double meter gas regulator with stainless steel diaphragm and pressure gauge to be quoted. 	01	25 Lakh

<p>21. Warranty: System must be offered with 10 years warranty of source, laser and interferometer.</p> <p>22. Installation and Training to be provided at installation site. Installation requirement to be submitted in advance.</p> <p>23. Manuals: One set of manuals with all details of parts should be supplied.</p> <p>24. Available Input power : 220V one phase/three Phase, 50Hz</p> <p>25. Optional- Diffuse reflectance accessory with temperature range upto 910oC. Accessory should be capable of measuring catalyst sample with size a small as 3mm total diameter (including powders). Accessory should have capability to operate in vacuum from 133mPa to 10⁻⁶Torr. Accessory should have options to take in external gases like CO/N₂/CO₂/He etc. Instrumental should operate in entire FTIR range and should come with IR transparent window.</p> <p>26. Optional Items: Spectra search by single or multi region and feature for library generation & management. Following Libraries should be quoted with minimum 30,000 spectra.</p> <ul style="list-style-type: none"> • ATRFTIR Library • General FTIR standards Library • Common Material and White Powder library • Hummel Polymer library • Solvents Library • Organometallics +Inorganic Library • Hazardous + Toxic chemical Library 		
<p><u>Specifications of High-Performance Liquid Chromatography(HPLC) are as follows:</u></p> <p>A. Solvent delivery pump</p> <ol style="list-style-type: none"> a. Number of Eluents: 4 b. Flow range: 0 – 10 mL/min. c. Accuracy: ±2% or better. d. Pressure range: at least 5000 psi for entire flow rate range or better. e. Mixing system: Appropriate valve opening/closing time control system f. Gradient system must be installed preferably inside the pump. g. Degasser system for all the solvent flow path must be installed preferably inside the pump. h. Flow rate accuracy : ±5% or better <p>B. Photo diode array detector:</p> <ol style="list-style-type: none"> a. Wave length range: 190 to 700 nm or better. b. Noise: 0.8×10^{-5} AU or better. c. Drift: 0.5×10^{-3} AU /hr or better d. Leak detection and safe leak handling design must be incorporated in the module housing. e. Lamp: Deuterium lamp, Tungsten-halogen lamp and any suitable lamp for checking wave length. f. Wavelength accuracy: ± 1nm or better <p>C. Column Compartment:</p> <ol style="list-style-type: none"> a. Ambient to 65 °C or more. b. Temperature stability: ±0.2 °C or better <p>D. HPLC Column</p> <ol style="list-style-type: none"> a. C8 Coulmn (1 nos) b. C18 Coulmn (1 nos) c. HPX87H (1 nos) <p>E. Software: Suitable software for controlling HPLC, detector and for data processing. Capable of doing integration, calculations, graph etc. Essential spares and consumables are required to be provided for at least 5000 runs. It should have latest branded PC (compatible with the software) & black and white HP laser jet printer.</p> <p>F. Auto sampler (Optional)</p> <ol style="list-style-type: none"> a. Injection Volume : 0.5 – 100 µL b. Carryover: 0.01% or better c. Tray capacity : 100 nos (or more) x 2.0 mL or better d. Integrated washing facility for needles before and after the injection. To enable reproducible results, injection timing of autosampler must be synchronized with the operation timing of the pump. 	01	15 Lakh

	<p>G. Column Oven (Optional)</p> <p>a. Temperature control system: Suitable Heating + Air circulation system</p> <p>b. Temperature range: 5- 65°C or better</p> <p>c. Temperature accuracy: $\pm 2^\circ\text{C}$ or better.</p>		
	<p><u>Specifications of High Purity Ultra-Pure Water Unit are as follows:</u></p> <p>It should be a compact system capable of producing Ultra-pure water from tap water having TDS in the range of 1500-2000 mg/L.</p> <ul style="list-style-type: none"> • System should produce ultra-pure water from tap water for different applications including HPLC and other analytical techniques. • System should comprise of all the required accessories such as booster pump, pre-treatment filter, RO membrane, Deionization cartridge, UV lamp, etc. to meet the following qualities of water. • System should have provision for continuous display of output water resistivity. • Output water storage tank capacity: 20 L <p>Output Water Quality should be:</p> <ol style="list-style-type: none"> 1. Dispense Flow Rate : Minimum 1.5 L/ min. 2. Inorganics (Resistivity) : 18.2 MΩ. cm 3. TOC : 1-5 ppb 4. Bacteria : <0.01CFU/mL 5. pH : Around neutral 6. Particulates (size > 0.22 μm) : < 1 particulate/mL 	01	7 Lakh
	<p><u>Specifications of Dynamic light Scattering Instrument for Measurement of size and Zeta Potential of Nanoparticle are as follows:</u></p> <ol style="list-style-type: none"> 1. Particle size measurement should be based on dynamic light scattering principle and Zeta Potential measurement should be based on PALS (Phase analysis light scattering) principle only. 2. Particle size measurement range should be in between 1.0 nm to 5 μm or better. 3. Minimum Sample volume requirement: 50 μL. 4. Temperature range: 0°C to 90°C; Accuracy: $\pm 0.1^\circ\text{C}$ 5. Measurement Angle: Backscatter and forward scattering. 6. Zeta potential range should be ± 350 mV or more 7. Size range for zeta potential: 5 nm to 100 microns or better 8. Conductivity range: 0 to 150 mS/cm or more 9. Internal sample temperature control facility should be available. 10. Laser should be with 4 mW power or higher with auto attenuation feature. 11. Detector should be high sensitivity APD detector. 12. Correlator: System should have at least 500 physical channels for correlator. 13. Instrument should be capable of measuring particle size and zeta potential of nanoparticles, colloidal dispersions, polymer, surfactant and protein solution etc. 14. Standard Software should include capability to measure and report size, zeta potential, and their distribution along with Trend Analysis methods. It should use standard algorithms such as NNLS, CONTIN and Cumulant etc. 15. The software should have facility to export measured data and result into ASCII format, so that data can be further processed. 16. Sample Cells should include glass/quartz cuvettes etc. (one each for aqueous and non-aqueous medium), disposable cuvettes (100 number) for size and disposable cuvettes (100 number) for zeta potential measurement. 17. Standards of particle size and zeta potential for the verification of the system should be provided with the system 18. It should have latest branded PC (compatible with software) & black and white HP laser Jet printer. <p>System should preferably be upgradeable for</p> <ol style="list-style-type: none"> 1. Measurement of zeta potential of concentration up to 40% w/v. 2. Addition of autotitrator to automate the measurement of size & zeta potential as a function of pH, conductivity etc. 3. Measurement of molecular mass of colloidal suspensions etc. 4. Measurement of zeta potential of solid surface such as membrane etc. 5. Instrument should be capable of measuring molecular weight at different solution concentrations. 	01	28 Lakh

SECTION IV**FINANCIAL BID****Supply and Installation of Lab Equipments (FTIR, HPLC, High Purity Ultra-Pure Water Unit and Dynamic light Scattering Instrument for Measurement of size and Zeta Potential of Nanoparticle one each) for USCT**

S. No.	Description	Qty.	Unit Cost	Total Amount
1.	<u>FTIR</u> As per the specification mentioned in the tender document at Annexure-G	01		
	<u>HPLC</u> As per the specification mentioned in the tender document at Annexure-G	01		
	<u>HIGH PURITY ULTRA-PURE WATER UNIT</u> As per the specification mentioned in the tender document at Annexure-G	01		
	<u>DYNAMIC LIGHT SCATTERING INSTRUMENT FOR MEASUREMENT OF SIZE AND ZETA POTENTIAL OF NANOPARTICLE</u> As per the specification mentioned in the tender document at Annexure-G	01		
	All Taxes (if any) including GST*			
Total Amount in Rs.(including all taxes, GST) & CIP New Delhi				

*The taxes will be paid as applicable from time to time

Note:-

1. The item wise lowest financial bidder separately shall only be considered for award of work.
2. The bidder shall provide 60 months warranty on all items from the last date of installation and shall be responsible for any defects that develop in the Lab item. They shall also replace any defective part of the product supplied and other accessories, without any exception and recourse, free of cost. The period of warrantee will automatically treated as extended beyond 60 months if the instrument remain non functional more than 15 days after reporting non-functional.
3. The rates of the items supplied by the bidder through local market/India must be quoted in INR only.

(SEAL, SIGNATURE & NAME OF THE BIDDER)

BID SECURING DECLARATION

I.....(Name of the Bidder)..... Designation,
of (Name of the Company) do hereby submit this Bid Securing
Undertaking that, if I withdraw or modify my Bid during the validity or, if I am awarded the
contract and failed to sign the contract or to submit the Performance security before the
deadline defined in the tender document, I shall be **suspended** for the period specified in the
tender document from being eligible to submit Bids for contract with the entity that invited
the Bids.

Name of the Bidder
Name of the Company
Dated