

Open Tender Bidding

TENDER DOCUMENT
FOR
PROCUREMENT OF
SCIENTIFIC EQUIPMENT

FOR

DRS-III PROGRAMME
DEPARTMENT OF BIOCHEMISTRY
OSMANIA UNIVERSITY

Coordinator
DRS-III PROGRAMME
DEPARTMENT OF BIOCHEMISTRY
OSMANIA UNIVERSITY
HYDERABAD – 500 007

Newspaper Advertisement

Last date
03-10-2017

Procurement of
SCIENTIFIC EQUIPMENT

Coordinator
DRS-III PROGRAMME
DEPARTMENT OF BIOCHEMISTRY
OSMANIA UNIVERSITY
HYDERABAD – 500 007

Interested Bidders may visit
www.osmania.ac.in

For details please contact:

Coordinator
DRS-III PROGRAMME
DEPARTMENT OF BIOCHEMISTRY, OU
HYDERABAD – 500 007
040-27682469. 27682245

Notice Inviting Tender Details		
S.No	Description	
1.	Department Name	Biochemistry, Osmania University, Hyderabad
2.	Procuring For	DRS-III Programme, Dept. of Biochemistry, Osmania University, Hyderabad
3.	Circle/Division	NA
4.	Tender Number	134/ SAP-DRS-III/Bioc/15
5.	Tender Subject	Supply, Installation, & Commissioning of Scientific Equipment
6.	Period Of Contract	THREE YEARS
7.	Form Of Contract	Schedule Wise
8.	Tender Type	Open
9.	Tender Category	Products (both Hardware and Software)
10.	EMD / Bid Security (INR)	Rs.1,00,000/- (Enclose in separate cover)
11.	EMD/Bid Security Payable To	In the form of Demand Draft in favor of “ <i>Coordinator, DRS-III Programme, Dept. of Biochemistry,</i> ” OU, Hyderabad.”
12.	Non-refundable Tender Fee	Rs.5,000 /- (Enclose in separate cover) for each equipment
13.	Tender Fee	<p>The DD should be drawn in the favor of “<i>Coordinator, DRS-III Programme, Dept. of Biochemistry</i> Osmania University, Hyderabad”. The Applications can be downloaded for the university website www.osmaina.ac.in. If the application is downloaded from the website, the DD for Rs.5000/- must be drawn in favor of the <i>Coordinator, DRS-III Programme, Dept. of Biochemistry</i> Osmania University, Hyderabad, University College of Science, Osmania University, Hyderabad. This DD can be submitted along with the Tender bids in a separate cover.</p> <p>Note: Please do not enclose the DD inside the bid. It should be in a separate envelope.</p> <p>Application Fee is Non Transferable.</p>
14.	Schedule Sale opening date	29.08.2017 at 2.00 PM
15.	Schedule Sale Closing Date	03.10.2017 at 3.00 PM
16.	Bid Submission Closing Date	03.10.2017 at 3.00 PM
17.	Bid Submission	In person / Post. However, for postal delay, University cannot be held responsible.
18.	Pre-Qualification/Technical Bid Opening Date (Qualification and Eligibility Stage)	NA

19.	Technical Specifications Bid Opening Date(Technical Bid Stage)	03 -10-2017 at 4.00 P.M. in the Committee Room, Registrar's Office, OU, Hyderabad – 500 007 in the presence of bidders or their authorized representatives.
20.	Price Bid Opening Date (Financial Bid Stage)	03 -10-2017 at 4.00 P.M. in the Committee Room Registrar's Office, OU, Hyderabad – 500 007 in the presence of bidders or their authorized representatives.
21.	Place of Tender Opening	Committee Room, Administrative Building, Osmania University, Hyderabad
22.	Officer Inviting Bids/Contact Person	Coordinator, DRS-III Programme, Dept. of Biochemistry, Osmania University, Hyderabad
23.	Address/E-mail ID	suryasingh.oubioc@gmail.com
24.	Contact Details/Telephone, Fax	Ph:+91-40-27682469, 27682245
25.	Eligibility Criterion	As per the tender document Annexure-02
26.	Procedure For Bid Submission	<p>Tenders shall be submitted exclusively in person /Post. The tenderer can download the tender document from the University website www.osmania.ac.in The tenderers who are desirous of participating shall submit their technical bids, price bids as per the standard formats Annexure-11 and Annexure-12 available in the Tender document. The tenderer should submit the following documents to the Coordinator, DRS-III Programme, Dept. of Biochemistry, Osmania University, Hyderabad. The Firms should submit their tenders/quotations duly enclosing a Demand Draft as mentioned against each of the item, after going through the conditions laid down.</p> <p>i) The following information has to be furnished by the tenderer with evidence (Documentary proof to be enclosed)</p> <p>a) Name of the Firm with Complete postal Address. b) Name of the Proprietor. c) Registration Certificate d) GST Registration No./ Service tax Certificate e) PAN card f) TAN/TIN Number. h) Detailed profile of the firm i) Previous work performance Certificate. j) IT returns for the last 3 years.</p> <p>A DD/Pay order drawn in favor of “Coordinator, DRS-III Programme, Dept. of Biochemistry, Osmania University, Hyderabad” for the amount Rs 5,000/- towards Tender fee (Application fee) for each equipment. (Enclose in separate cover) A DD/Pay order/drawn in favor of “Coordinator, DRS-III Programme, Dept. of Biochemistry, Osmania University, Hyderabad”T.S” for the amount Rs.1,00,000/- (EMD fee) (Enclose in separate cover) Technical Bid (Annexure-11) along with supporting documents. Commercial Bid (Annexure-12) All the supporting documents as mentioned in the eligibility criteria (all the points).</p>

		<p>Documents in support of Technical Specifications along with make and models of all the items as per the list mentioned in Annexure-05 duly mentioning the make.</p> <p>Supporting documents of standard certifications.</p> <p>Annexure-02 of tender document duly signed with office seal as a token of acceptance of our standard terms and conditions.</p> <p>Latest income tax clearance certificate.</p> <p>List of customers, to whom the bidder had supplied identical materials in the past along with P.O details and performance report.</p> <p>Annexure-08 of bidding document.</p> <p>The Coordinator, DRS-III Programme, Dept. of Biochemistry, Hyderabad, will not hold any risk and responsibility for non-visibility of the scanned document or the loss in transit.</p>
27.	General Terms and Conditions	As per tender documents.

Contents of the Tender Document

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

Annexure - 01
Schedule of Quantity

Supply, Installation and Commissioning of Scientific Equipment at Department of Biochemistry, Osmania University.

Sl.No	Description of Work	Quantity (Nos)
Supply, Installation and Commissioning of		
1.	Multimode Plate Reader	1
2.	Fabrication of Tissue Culture room with pressure Regulators	1

Annexure – 02

ELIGIBILITY CRITERIA AND SPECIAL TERMS AND CONDITIONS

A. ELIGIBILITY CRITERIA FOR TENDERS:

1. The Company / the tenderer should be in existence for the last 5 Years
2. The Company/ the tenderer should have earlier supplied Two TIMES the quantities of the items being in the current tender in any of the last two financial years to the Universities or Research organizations.
3. The Company or tenderer should have at least one Service Center in Telangana.
4. The tenderer should be a Manufacturer or the authorized representative of equipment or other respective products/items.
5. The tenderer/tenderer's group should have a turnover a minimum of more than 1 crore in each of the last two financial years.
6. Retunes filled for last two years.

B. SPECIAL TERMS AND CONDITIONS:

1. **Delivery Period:** The delivery should be made within 50 days from the date of receipt of purchase order by the tenderer.
2. **Warranty:** All items supplied by the tenderer shall be guaranteed against any defects and the tenderer should provide time-to-time operational maintenance support for a period of 3 years (On Site comprehensive Warranty). The said warranty should cover all Hardware products & Software. The warranty and service shall be provided directly from the manufacturer. The supplied products shall reflect with product codes/part number for three year warranty on their website/or on the call centers. Necessary guarantee certificates shall accompany the supplies. The tenderer shall be liable to rectify any defects that may be found in the equipment supplied free of cost.
3. **Installation:** The installation should be done at the Dept. of Biochemistry as mentioned in the Annexure – 04 enclosed at no extra cost.
4. **Response Time:** The response time of the tenderer to attend to any complaint upon receipt of the complaint/information from the user should not be more than 24 hours.

TENDERER

SEAL (Please enclose Technical bid and Commercial bid inside the bid. It should be in a separate envelope)

Annexure – 03
Documents to be enclosed

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

1. All the Supporting documents in respect of Eligibility Criteria. i.e
 - Registration/Incorporation Certificate in support of the existence of the company for required number of years as per the tender schedule eligibility criteria.
 - Copies of Purchase Orders in support of the supply of required quantities of items in any of the last two financial years as per the tender schedule eligibility criteria.
 - List mentioning the addresses and contact persons with phone numbers of the Service Centers present through out Telangana.
 - Supporting Documents indicating that the tenderer is the Manufacturer or the OEM Authorized representative of the corresponding items/products.
 - Audited financial statements that are Balance Sheet, Income & Expenditure and Profit & Loss accounts in support of having required turnover in each of the last two financial years.
2. Annexure – 02 duly signed & office Seal affixed as a token of acceptance of Special Terms and Conditions.
3. Documents in support of Technical Specifications for the scientific equipment as mentioned in Annexure – 05 clearly mentioning the make and model.

Supporting Documents if any for equipment.

4. GST Registration Certificate/ Service Tax Certificate
5. The latest Income Tax Clearance Certificate and IT returns for the last two financial years
6. Copy of PAN
7. The list of customers, to whom the bidder had supplied identical materials in the past along with P.O. details and performance report, if any.
8. Annexure – 08

Note:

1. The Coordinator, DRS-III Programme, Dept. of Biochemistry, O.U will not hold any risk and responsibility for non visibility of the scanned document or non receipt of hardcopies or loss in transit.
2. The Documents that are received in time will only be considered for Technical Bid Evaluation.
3. The tenderer will be disqualified at any stage of the tender process, if found to have misled or furnished false information in the forms/Statements/Certificates submitted in proof of 1 to 5 above.

Annexure – 04

Address where the equipment to be installed

Coordinator
 DRS-III PROGRAMME
 DEPARTMENT OF BIOCHEMISTRY
 OSMANIA UNIVERSITY,
 HYDERABAD-500 007, T.S., INDIA

Annexure – 05
TECHNICAL SPECIFICATIONS

Schedule: Scientific Equipment

1. <u>Multimode Plate Reader</u>	Complied/ Not Complied
1. The reader should be capable of measuring Absorbance (UV and Visible), Fluorescence Intensity Top, Fluorescence intensity Bottom reading, TRF, FRET, Luminescence Glow, Luminescence Flash, and Quartz based DNA/ RNA Quantification plate with sample capacity of 12 Channel in Fluorescence mode	
2. The Reader should have Dual Double Monochromatic Technology i.e, 2 monochromatic across Excitation and 2 monochromatic across Emission to select any wavelength from UV-NIR range.	
<p>3. Auto Gain facility should be available, not the default setting in software. Instrument should automatically calibrate results with different gain settings to obtain single consistent measurement range.</p> <p>Self diagnostic option and auto-calibration during the starting of the instrument as well as during longer kinetic assays.</p> <p>Instrument has automatic dynamic range selection to adjust the photomultiplier tube sensitivity based on the signal strength of the sample well.</p> <p>System should be supplied with Analysis software with unlimited user license.</p> <p>Single software program should allow any number of measurement steps (different detection modes) within the program.</p> <p>Orbital Shaking with adjustable timing, speed and diameter. Automatic safety control based on the shaking speed and plate format to avoid spilling of the liquid from wells.</p>	
<p>4. The Reader should be able to Perform following parameters in absorbance mode :</p> <ol style="list-style-type: none"> Wavelength Range from 250 nm to 1000nm with 1nm Increment Wavelength Selection should be monochromatic Wavelength Measurement range should be more than 4 OD Wavelength Accuracy should be less than 1nm Wavelength Reproducibility should be less than 1nm Detector- UV Silicon Photodiode. 	

<p>5. The Reader should be able to perform following parameters in Fluorescence mode:</p> <ul style="list-style-type: none"> ○ Wavelength Range from 200 nm to 850nm across Excitation and 200 nm to 850nm across Emission for Fluorescence Top reading and Bottom Reading ○ Reader should be capable of reading TRF. ○ Wavelength Selection should be monochromatic for Fluorescence top and bottom reading. ○ Fluorescence Top reading sensitivity should be less than 10amol/well ○ Fluorescence Bottom reading sensitivity should be less than 0.4amol/well ○ TRF sensitivity should be less than 120amol/well ○ Detector – Sensitive PMT ○ Wavelength Accuracy should be less than 2nm ○ Wavelength Reproducibility should be less than 1nm ○ Fluorescence Based quantification Plate for RNA/DNA application. 	
<p>6. The reader should be able to perform following parameters in Luminescence mode:</p> <ul style="list-style-type: none"> ○ Wavelength Range from 300 nm to 700nm with 1nm Increment ○ Reader should perform dual color luminescence. ○ Dynamic range should be more than 6order of Magnitude. ○ Detector- Photon counting low dark PMT. ○ Injector volume should be minimum 5ul and maximum 1ml. ○ Dead volume of 100ul. ○ Reader must be able read luminescence Glow. 	
<p>7. The reader should be able to perform following parameters in general mode:</p> <p>Plate shaking: Linear and orbital and double orbital</p> <p>Light Source: UV Xenon Flash Lamp.</p> <p>Temperature Control: To 45 °C; ± 0.2 °C</p> <p>Read method: End point, kinetic, spectral scanning, well area scanning</p>	
<p>8. Essential Accessories</p> <ul style="list-style-type: none"> ○ The system should be supplied along with suitable PC ○ The software should have function for drag and drop for assay sequence and data reduction which provides an automatic export of measurement parameters into result files in a user specified formats. 	
<p>Additional Information:</p>	
<p>9. Service contract for 3 years.</p>	
<p>10. Training on instrument to our persons (on site / at your site)</p>	
<p>11. Quote price for CIP Hyderabad. Instruments clearance Certificate (DSIR) will be provided by Osmania University.</p>	
<p>12. Voltage stabilizer</p>	
<p>13. warranty period (in years)</p>	
<p>14. Additional information / concessions</p>	

2.Fabrication of Tissue Culture room with pressure Regulators	Complied/ Not Complied
Clean air room fabrication (size of the room 20 x 12 ft) for positive pressure (for cell culture work station) with air conditioner (2ton) Note: Please visit and inspect the room dimensions in Dept. of Biochemistry, Osmania University.	

Annexure – 06

‘Instructions to Bidders’

Due date of submission of bids : **03.10.2017 at 3.00 PM**
 Due date of opening of Technical Bids : **03.10.2017 at 4.00 PM**
 Due date of opening of Price Bids : **03.10.2017 at 4.00 PM**

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

1. Earnest Money Deposit (EMD)

- 1.1. Offers must accompany EMD by way of DD/Pay Order, drawn in favor of “Coordinator, DRS-III Programme, Department of Biochemistry, Osmania University, Hyderabad, Telangana”, and payable at any of the scheduled bank branches situated in Hyderabad. Submission of EMD in any other form shall not be considered and treated as disqualification. The DD [EMD] should be kept separately in a sealed cover duly super scribing ‘EMD’.
- 1.2. The EMD shall be forfeited, if
 - i) Bidder withdraws the bid before expiry of its validity.
 - ii) Successful bidder does not accept the order or fails to enter into a contract within validity period of offer.
 - iii) Successful bidder fails to furnish Security Deposit within one month from the date of issue of P.O
- 1.3. The EMD of unsuccessful bidders shall be returned as soon as the tenders are finalized. Transaction fee payable to C1 India is non refundable.

2. Acceptance of University Payment Terms The standard payment terms shall be

100% of all inclusive price of the materials will be paid on receipt and acceptance of the material in good condition, installation and commissioning of the equipment supplied at site and after furnishing of Bank Guarantee for 10% of the contract covering the guarantee period subject to penal provisions applicable in case of delay in supply and commissioning as per the condition 2.4 of annexure-07.

3 **Price Basis**

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

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

4. Cost Compensation for Deviation:

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

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

5.0 **Delivery**

5.1 Delivery Schedule

The Supply, Installation, and Commissioning of the material: The bidder shall offer his best, realistic and firm delivery, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of P.O. which is the first intimation of acceptance of bidder's offer. Final date of delivery shall be evidenced by date of dispatch of materials as per transporter's Lorry Receipt/ Goods Receipt/ RR/ PWB/ AWB . For delivery beyond contractual delivery period, provisions of 'General Purchase Conditions' shall apply.

5.2. Early Delivery:

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

6. It is not binding on University to accept the lowest or any bid. The University reserves the right to place orders for individual items with different bidders and to revise the quantities at the time of placing the order and in such event also, the quoted rates, terms and conditions shall apply. The order for the materials may also be split up between different bidders to facilitate quick delivery of critically required materials. University further reserves the right to accept or reject any/ all bids without assigning any reason thereof. Final decision on bids also depends on the components/accessories/additional features offered

7. The University at its sole discretion unilaterally may change the quantities to the extent of $\pm 30\%$ as indicated in tender enquiry. The successful bidder shall be bound to supply these quantities at the same rate and on the same terms and conditions.

8. Tenderers shall fill in the enclosed proforma with regard to deviations / variations (Annexure-08) and submit the same along with their offer.

9. Orders placed against this tender enquiry shall be subject to 'General Purchase Conditions' of University, a copy of which is enclosed. Bidders are requested to confirm acceptance of these conditions in to in their offer.

10. Make/Brand of items offered shall be specified failing which offers are liable to be rejected. It shall be appreciated if one copy of detailed descriptive literature / pamphlets is enclosed along with the offer which may help technical evaluation. In case material offered is ISI marked/tested at any Govt. recognized test house; copies of relevant certificates shall be furnished along with the offer.

Annexure – 07

GENERAL PURCHASE CONDITIONS

SECTION- I GENERAL

1.1 The following terms and expressions used herein shall have the meaning as indicated therein:
Supplier / Vendors: shall mean the individual firm or company whether incorporated or otherwise in whose name the purchase order is addressed and shall include its permitted assignees and successors.
Purchaser: shall mean Coordinator, Dept. of Biochemistry, Hyderabad.

1.2. Reference:

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

1.3. Waiver:

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

1.4 Sub-letting and Assignment:

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

1.5. Information Provided by the University:

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

1.6. Supplier's Liability:

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

1.7. Access to supplier's Premises:

The University and / or its authorized representative shall be provided access to the supplier's and / or his sub-contractor's premises, at any time during the pendency of the purchase order, for expediting the supplies, inspection, checking etc.

1.8. Modifications

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

1.9 Inspection/checking/testing

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

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

1.10 Packing and Marking:

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

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

1.11 Despatch of Materials:

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

1.12 Validity of offers:

The offers shall be valid for a **period of 180 days (Depending on the type of equipment) from the date of opening of bids**. The period of validity cannot be counted from any other date other than the date of opening the bids. During this period the tenderer shall not be permitted to withdraw or vary his offer made and if the tenderer does so, **the EMD shall be forfeited**.

1.13 Jurisdiction:

All and any disputes or difference arising out of or touching this order shall be decided only by the Courts or Tribunals situated in Hyderabad.

SECTION – II

FINANCIAL

2.1. **Prices:**

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

2.2. **Terms of Payment:**

2.2.1. Payments by the purchaser shall be made through Account Payee cheques only. **Bank charges if any shall be borne by the supplier.**

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

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

2.3.1 In the event of any delay in the supply of material beyond the stipulated date of completion including any extension permitted in writing, the University reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.

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

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

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

2.4 **Delivery Schedule:**

Time is essence of this order and no delay shall be allowed in the delivery time/ delivery schedule mentioned in the purchase order.

2.5 **Performance Bank Guarantee:**

The supplier shall ensure that all materials/equipment under this purchase order shall conform to University's requirements and specifications. An additional security in the form of Performance Bank Guarantee is essential for satisfactory performance of the equipment over a period of time. In view of this, the supplier shall be required to furnish a Bank Guarantee (10% of order value) as follows against any manufacturing defects/ poor workmanship/poor performance. In case any

deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost. BG shall be from any Scheduled Bank or any other bank as approved by University from time to time in the prescribed Performa.

- a. Bank Guarantee for 10% of the order value with validity up to warranty period from the date of installation of equipment.

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

2.6 **Insurance:**

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

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

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

2.8 **Force Majeure:**

- 2.8.1 The supplier shall not be liable for delay or failing to supply the material for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes. Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.
- 2.8.2 The supplier shall within 10 days from the beginning of such delay notify the University in writing the cause of delay. The University shall verify the facts and grant such extension of time as facts justify.

- 2.8.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.
- 2.8.4 At the option of University, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the University. In the event of such cancellation, supplier shall refund any amount advanced or paid to him by the University and deliver back any materials issued to him by the University and release facilities, if any provided by the University.

Annexure -08

DEVIATIONS

Bidder's Name and Address

To

Registrar , Osmania University
Hyderabad-500 007

Dear Sirs,

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

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

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

Signature: _____

Designation:

Annexure – 09**Guide-lines for Submission of Bank Guarantee towards Performance Security**

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

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
3. The contents of the Bank Guarantee shall be as per our proforma (Annexure- 10).
4. The Bank Guarantee should be executed by a scheduled bank or banks viz. _____
_____.
5. The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney.
6. All conditions, corrections, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
8. Two persons should sign as witnesses mentioning their full name and address.

Coordinator
DRS-III Programme
Dept. of Biochemistry, OU

Annexure –10

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

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

Whereas the here-in-after called (The Bidder) has submitted their bid dated.....for the supply of..... (Here-in-after called “the Bid”)..... KNOW ALL MEN by these presents that we..... (Hereinafter called “the Bank”) are bound unto Registrar, Osmania University, Hyderabad, Telangana. Hereinafter called “the purchaser”) in the sum of Rs..... for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the common Seal of the said Bank thisday of.....200

THE CONDITIONS OF THIS OBLIGATION ARE:

1. When the successful tenderer does not accept the order after issue of preliminary acceptance letter/letter of indent/purchase order.
2. When the successful tenderer fails to furnish the security deposit within 30 days from the date of issue of preliminary acceptance letter or the letter of indent or Purchase Order
_____.
3. When tender is disqualified for reasons outlined in _____.
4. When tenderer alters his prices or withdraws his offer during the validity period.

We undertake to pay to the purchaser the above amount within one week upon receipt of its first written demand without the purchaser having to substantiate his demand, without referring to the supplier and without questioning the right of University to make such demand or the propriety or legality of the demand provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to any of the occurrence of the above mentioned conditions, specifying the occurred condition or conditions.

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

We _____ Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of University in writing.
Date the _____ Day _____ 200 for _____ Bank Ltd.,

Signature: Designation: Address: Seal:

ANNEXURE-11

TECHNICAL BID FORM

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

ANNEXURE – 12**COMMERCIAL BID FORM**

S.No.	Description of Work	Quantity (No's)	Price in Rs / US \$ (inclusive of all Taxes)
1	Multimode Plate Reader	1	
2	Fabrication of Tissue Culture room with pressure Regulators	1	