

Tender Document

**PONDICHERRY UNIVERSITY
PURCHASE AND STORES**

(R.V.NAGAR, KALAPET, PUDUCHERRY – 605 014)

SCHEDULE OF TERMS & CONDITIONS

Ref: PU/FST/Maj. Equip/2019-20/556

Sub: Supply of Major Equipments for the Department of Food Science and Technology-
Reg.

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Schedule of Requirements

Online tenders are invited under **two bid systems** for Major Scientific Equipments as per the technical details and specifications given below: -

Specifications & Allied Technical Details

Sl.No.	Name of the Equipment with Specification	Qty
1.	<u>Rheometer: Technical Specification:</u> Rheometer with a measuring drive with EC motor/Drag Cup motor and normal force sensor, automatic recognition of measuring geometry and temperature module, 7 –inch touchscreen operation. The Rheometer must have Multifunctional user interface on touch screen for manual lift operation and interaction with the Rheometer software. 1. Measuring drive: Torque: Min. torque 0.001 mNm or less Max. torque 150 mNm or more Angular velocity: Min. angular velocity 0.001 min-1 or 0.0001 rad/s or less Max. angular speed 2000 min-1 or 209 rad/s or more Frequency: Min. frequency 0.0001 Hz or less Max. frequency 100 Hz or more Normal force: Min. normal force 0.01 N or less Max. normal force 50 N or more Resolution : 0.001 N 2. Measuring methods: CS (Controlled Stress) rotation, CR (Controlled Rate) rotation, CS creep recovery tests, CS oscillation, CD (Controlled Deformation) oscillation, etc. 3. Inputs/outputs All connections should be easily accessible on the side of the device: TCP/IP interface with high data rate 500 Hz (2 ms) for communication with software, 4. Software: Licensed Software for controlling the rheometer and for data evaluation with following features: Convenient creation of (measurement) methods via drag & drop, Automated (measurement) methods with integrated automatic data analysis, pass/fail evaluation, data export and transfer, graphic export, saving and printing of reports (result documentation), Automated (measurement) methods with loop programming and abort criteria,Many different methods for data analysis and evaluation: e.g. curve fitting (more than 50 rheological and mathematical models), calculation of minimum, maximum, largest value, smallest value, mean value, thixotropy, interpolation, cross- over point, determination of linear viscoelastic range, absolute and relative slope analysis, intersection of two straight lines, area calculation, calculation of yield point, Optional evaluation modules for TTS, spectra calculation, MWD calculation, - Export data to various formats (ASCII, Microsoft ®, Excel ®, XML, etc.), - Data transfer to information and laboratory systems (e.g. ERP, LIMS), - Storage of graphics in various formats (e.g. pdf, jpg), -User administration: Integrated user management with more than 140 different rights, - Snap-shot test for short characterization of an unknown sample, - Templates for much used graphical and tabular presentation of data, - Collection of example (measurement) methods. 5. Peltier temperature module: Automatic temperature module recognition Temperature range: -0 °C up to 200 °C, 6. Cup for medium viscosity measurements Material: stainless steel DIN 1.4305 or similar 7. Rotor, Coaxial cylinder with ‘Connect Assist’’, ceramic shaft and integral solvent trap ring for use with above cupfor temperature module. 8. Rotor with "Connect assist" and ceramic shaft Plate for measurements on low viscous samples with ‘‘Connect Assist’’, ceramic shaft and integral solvent trap ring. Diameter: 30- 40 mm 9. Sample hood with integrated solvent trap, for temperatures up to 250°C 10. Suitable compressor with filter unit must be supplied form OEM i.e. Rheometer manufacturer. <u>Accessorie:</u> 1. A PC with latest configuration to run the software with two printers. 2. Calibration fluid- Standard calibration fluid must be supplied.	1

TERMS AND CONDITIONS

I. General Information: -

1. Last date and time of submission of the Tenders: **03.04.2020, 3.00 PM**
2. Date & Time of opening of Tender (Technical Bid): **06.04.2020, 3.00 PM**
3. Tender Document fee and EMD rates: -

S. No.	Equipments	Tender Document fee	E.M.D.
I.	For Rheometer	Rs.1500/-	Rs. 75,000/-

4. Sales Tax/Vat/Central Sales Tax shall invariably mention with authenticated proof along with tender is mandatory.
5. **Two bid systems** have to be strictly followed. (One for Technical bid and another for commercial bid to be submitted as separate parts)
6. However, the tender document fee and EMD as specified above should be remitted by each firm / bidder, collectively for all their bids advertised under this tender.
7. Scanned copy of the both tender fee and EMD should be uploaded on website along with technical bid part. The hard copy of the same in original to be send to the address mentioned below duly superscribing the supply/work name and reference tender ID on the envelope and same must reach before opening the bid and if not received within due date the bid will be rejected summarily.
8. **Quoting merely the lowest price does not confer any right to any bidder for award of supply order.** The University's Purchase Committee, reserves the right to select the equipment any bid under the grounds of specification compliance, technologically advanced quality, proven performance track record, brand reputation, service backup support, additional warranty, offer of additional / special features, Compatibility with the existing System, Training, etc.
9. The online updated Price BOQ is in Multi Currency format. If bidder wants to quote other than INR, please specify the quoted currency in the technical bid/part and full the amount in same the updated BOQ.
10. The tenders should be addressed to the
DR. S. JOHN DON BOSCO
PROFESSOR & HEAD,
DEPARTMENT OF FOOD SCIENCE AND TECHNOLOGY,
PONDICHERRY UNIVERSITY,
PUDUCHERRY– 605 014

II. SUBMISSION OF TENDER:

1. All bid/tender documents are to be uploaded online at Central Public Procurement portal i.e. <https://eprocure.gov.in/eprocure/app> only and in the designated cover/part on the website against tender ID. Tender/bids shall be accepted only through online mode and no manual submission of the same shall be entertained except tender fee and EMD. Late tenders will not be accepted.
2. The online bids shall be opened at the office of The Assistant Registrar, purchase section, on above given date and time. If the tender opening date happened to be on a holiday or non-working day due to any other valid reason, the tender opening process will be attended on the next working day at same time and place. Pondicherry University will not be responsible for any error like missing of schedule date while downloading by the Bidder.

3. The bidder shall upload the tender documents duly filled in and stamped by the authorized signatory on each and every page. Tender not submitted/uploaded in the prescribed form and as per the tender terms and conditions shall be liable for rejection.
4. The bidder shall upload scanned copy of the PAN Card, GST number duly signed and stamped. **Also bidders applying against, 'MSME/NSIC Certificate' issued by the appropriate Authority, should ensure that the certificate attached is relevant to the area of service/supply; otherwise bid will be REJECTED without prior notice.**
5. **E-procurement system ensures locking on the scheduled date and time. The system will not accept any bid after the scheduled date and time of submission of bid.**

III. Common Conditions

1. **Purchase of Tender Document:**
The Tender document can be either downloaded from the E-procurement portal website i.e. <https://eprocure.gov.in/eprocure/app> & University website www.pondiuni.edu.in.
2. **Price Schedule**
The bidder may either quote for the entire equipments or individual items required for the Department of Food Science and Technology. The rates should be quoted for a single unit and also for the total quantity required by the University. The price should include the Delivery, installation, training charges (if any), etc. at the respective Department, Pondicherry University.
The prices quoted shall remain firm until equipment is supplied to the Department of Food Science and Technology, Pondicherry University.
3. **Quoting the Core price & Tax, Duties, Discount etc.**
The taxes / duties / discounts, if applicable, are to be explicitly and separately shown in the bid.
4. **Eligibility:**
The firm must have the requisite domain expertise with regard to supply, installation and post-sale service of the items they are quoting.
The firm should have been in existence for at least six years as on the date of this tender and must have executed at least three orders for this kind of equipment during the last three years.
5. **Duty Exemption**
The University has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), India, vide their Notification No.10/97 dt. 01-03-1997 and 51/96 dt. 23.07.96 respectively, in respect of
 - Scientific and technical instruments, apparatus, equipment including computers.
 - Accessories and spare parts of goods specified in (a) above and consumables.
 - Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, micro- chips etc.
 - Prototypes.
 Customs duties at Indian port, if any, will be to the account of the University.
6. **Warranty:**
The material covered under the purchase order, when installed, shall be warranted for the quality, workmanship, trouble free operation and performance for a period of at least 36 months from the date of putting the system into operation at the Pondicherry University, or at least 42 months from the date of receipt of the last lot of the consignment in India.
If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges including shipping cost both ways.
7. The information pertaining to infra-structural, power and any other requirement for satisfactory installation and commissioning of the whole system must be provided by the bidder, at least 120 days in advance of the installation to be commenced if purchase order is issued. All drawing for electrical connections, electrical safety items piping work etc. must be provided in detail.
8. Complete technical specifications and literature, including process flow, to be included with the quotation. Manufacturers of various major parts/equipment must be mentioned explicitly.
9. **A clear statement regarding availability of after-sales service and availability of spare-parts for next 5 to 10 years should be included.**
10. A recent customer list (within last five years) with contact details including email address is to be submitted with technical bids / bids as the case may be.

11. If the bidder is an authorized representative in India, they are requested to inform their technical ability to take care of the problems in the system, if developed later within the warranty and outside the warranty period. The responsibility of the Indian agent must be clearly specified.
12. The bidder from abroad shall obtain, if required, export permission from the appropriate authorities in his country or the country of origin for items to be shipped to India in case of items to be imported. The University shall provide necessary information if required for this purpose.
13. All equipment must operate at 230V/50 Hz single phase and / or equivalent three phase electrical power.
14. **The validity of the each quotation should be at least 1 Year from closing date of the bid.**
15. No unsolicited correspondence shall be entertained after the submission of the offer.
16. If an order is placed with the firm, the purchase shall be governed by an agreement as per the University rules in force at the time.
17. Additional terms and conditions will be incorporated in the purchase order, if needed, to safe guard the interests of the University.
18. Tender is not transferable.
19. In case of any dispute in respect of the tender, all legal matters shall be instituted within the jurisdiction of the place where the purchaser ordinarily resides.
20. **Power to reject the offer:**
Pondicherry University reserves the right to accept / reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. Any offer containing incorrect and incomplete information shall be liable for rejection.
21. No Agency commission will be paid to any authorized agent in India.
22. Liquidated damages: Timely supply of the ordered items, installation, commissioning (wherever is applicable) and training etc. is the essence of the contract. In case of failure to supply within the time specified in the Purchase order, a penalty/LD of 0.5% of the total value per week or a part thereof shall be levied subject to a maximum of 7.5% in respect of items which are not supplied. The decision of Pondicherry University shall be final in this regard.
23. The training should be provided by the supplying companies on the specimen and operation of the equipments for a minimum period of two weeks from the date of installation with an expert team.
24. For any clarification with respect to technical specifications, please contact as per the details given below: -

S. No	Name of the Department	Name of the Heads	Contact Numbers
1.	Department of Food Science and Technology	DR. S. JOHN DON BOSCO PROFESSOR& HEAD	0413-2656743 Email: Bosco.fst@pondiuni.edu.in

IV. Specific Conditions

1. Payment of Tender fees & EMD :

The Tender must be accompanied by Tender fees and EMD as stated above, by means of a Demand Draft, drawn in favour of the **Finance Officer, Pondicherry University, payable at Puducherry** separately. *The EMD is refundable. The Small Scale units are exempted from payment of EMD provided they should enclose proof of their exemption Certificate issued by the competent authority*

2. Payments terms:

Normally a letter of Credit will be opened for 90% of CIP price, on receipt of order acknowledgement. However, 100% of the LC also be considered, if the supplier provide Bank Guarantee towards performance Security for the 10 % of the total cost of the equipment to cover the Warranty Period.

Bank charges in India shall be borne by the purchaser and outside India shall be born by the contractor / supplier.

3. **The total cost should be quoted for FOB as well as CIF – Pondicherry University.**
However, the price quoted under FOB or should also include the following cost if they are required during the initial stage:
 - Local freight / insurance for Chennai airport to University laboratory.
 - Installation cost if any.
 - Cost of consumables which are required for the equipment for initial operation upto a reasonable time.
4. In case of the Principal supplier of foreign country unable to meet the conditions stated at Sl. No3, the local agent / dealer should fulfill the above said conditions in respect of Local Insurance, Freight, safety transport and installation, etc.
5. The bidder from within India shall obtain the requisite approval for Imports etc., if required.

Date: 18.03.2020

HEAD

BIDDER'S WARRANTY

The Registrar, Pondicherry University, Puducherry invited Bid Document of Supply of Sophisticated Instruments at Department of Food Science and Technology, Pondicherry University and M/s. _____.

Therein after referred to as "The Bidder" having carefully studied all the bid documents, Specifications, etc. accompanying the tender for supply of the _____ (Name of the instruments) and desirous to submit the bids as per the Tender Document advertised vide/Notification-Tender No. PU/FST/Maj. Equip/2019-20/556-; dated 16/03/2020.

DO HEREBY WARRANTY THAT

1. The bidder is familiar with all the requirements of the bid documents.
2. The bidder has investigated the site and satisfied, he regarding the character and scope of the work and local conditions that any affect the supply of its performance.
3. The bidder is satisfied that the supply can be performed and completed as required in the contract.
4. The bidder accepts all risk directly or indirectly connected with the performance of the contract.
5. The bidder has had no collusion with other contractors, with any of the men of Pondicherry University, Puducherry but only by the bid documents.
6. The bidder has not been influenced by any statement or promise of the Officials of Pondicherry University, Puducherry but only by the bid documents.
7. The bidder is financially solvent.
8. The bidder is experienced and competent to perform the contract to the satisfaction of **DR. S. JOHN DON BOSCO, PROFESSOR & HEAD, DEPARTMENT OF FOOD SCIENCE AND TECHNOLOGY, PONDICHERRY UNIVERSITY, PUDUCHEHRRY 605014.**
9. The statements submitted with the bid are true.
10. The contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, state and central Government that may affect the work, its performance or personnel employed therein.
11. All the terms & conditions of the Supply Order will bind the bidder once his quote is accepted and supply order issued.

Signature of the Bidder

BANK GUARANTEE

Pondicherry University
 Bharat Ratana Dr. B R Ambedkar Administrative Building
 R. Venkataraman Nagar
 Puducherry- 605 014

This guarantee made this _____ day of _____ 201_ by _____ Bank having its Registered Office at _____ and one of its branches at _____ (hereinafter referred to as "the Guarantor" which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) in favour of the Pondicherry University, Puducherry 605 014 represented by its Registrar, having his office at R. Venkataraman Nagar, Kalapet hereinafter referred to as the "University" which expression shall include his successors in office for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of M/s. _____ (more fully described hereunder)

2. Whereas the University has placed Work Order No: PU/ _____ dated _____ for _____ with M/s. _____ having its office at _____ and hereinafter referred to as the "Contractor" which expression shall include their successors and assigns.

3. And whereas the Contractor has accepted and agreed to execute the work as per the work order as per undertaking / agreement dated _____ within the time stipulated and in the manner specified therein.

4. And whereas the University has called upon the Contractor to furnish Bank Guarantee for the sum of Rs. _____ (Rupees _____ only) for fulfillment of the said work as specified in the work order and as agreed to by the Contractor.

5. And whereas the Contractor has requested the Guarantor herein to furnish an irrevocable and unconditional Bank Guarantee in favour of the University for an amount of Rs. _____ as guarantee towards execution of the work as agreed to by the contractor to the University.

6. Now, therefore, we _____ Bank, the Guarantor herein, do hereby irrevocably and unconditionally Guarantee the payment to the University the sum not exceeding Rs. _____ (Rupees _____ only) in the event of any breach, failure, neglect or inability on the part of the Contractor in the execution of the said work, on demand without reference of the matter to the Contractor and without any prior consent of the Contractor, at all times throughout the period of execution of the work, without demur, cavil or argument or delay.

7. The Guarantor agrees and undertakes that the decision of the University as to whether the contractor has committed any breach of the obligation with respect to the work to be executed, and the quantum of amount therefore payable by the Contractor to the University in that regard, shall be final, binding and conclusive as against the Guarantor and the Guarantor shall make payment accordingly, on demand by the University.

8. The Guarantor further agrees and undertakes to pay to the University the amount demanded by the University irrespective of and notwithstanding any dispute raised by the

Contractor in any suit or proceeding before any judicial forum relating to the Contracted work and the Guarantor's liability under this Guarantee shall be absolute and unequivocal.

9. This Guarantee is issued subject to the condition that the liability of this Guarantor under this guarantee is limited to the maximum of Rs. _____ (Rupees _____ only) and the guarantee shall remain in full force up to _____ and cannot be invoked otherwise than by a written demand or claim by the University for the payment of the said amount by the Guarantor on or before _____ or any extended date as decided by the University.

10. This University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the contracted work or to extend time for performance of the work by the Contractor. Any change to the contracted work shall not in any way release the Bank (Guarantor) from liability under this Guarantee and we waive notice of any such change. The University shall have full liberty to forbear or enforce any of the terms and conditions of the contracted work.

11. This Guarantee shall not be affected by any legal limitation, disability or other circumstances relating to the Contractor or the Guarantor.

12. This Guarantee shall be valid for the period upto _____ and shall extend further and beyond _____ for such period as determined by the University.

13. The Guarantor undertakes not to revoke this guarantee except with the previous consent of the University in writing.

14. Notwithstanding anything contained herein:

- Our liability under this guarantee shall be limited to Rs. _____ (Rupees _____ only)
- This guarantee shall be valid upto _____ and for such further period as determined by the University for fulfillment of the contract.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ or such extended period / date.

In witness whereof, this Guarantee has been executed by _____
for an on behalf of the Bank (Guarantor) on the day, month and year first above written.

SIGNATURE AND SEAL

NAME OF THE BANK (GUARANTOR):

ADDRESS: