

CENTRAL UNIVERSITY OF PUNJAB

Established vide Act No. 25 (2009) of Parliament

Tender No.: P-16(2016-17)



Tender Notice for Purchase of Refrigerators-03 Nos.

(Two Bid System)

Release Date : May 20, 2016

Last Date : June 03, 2016; 3:00P.M.

City Campus, Mansa Road, Bathinda- 151001,
E-mail: registrar@cup.ac.in, Tel: 0164-2864155,

Central University of Punjab, Bathinda

Central University of Punjab invites sealed tenders from Original Equipment Manufacturers (OEM) /Authorized Dealers for supply of **Refrigerators**.

Tender Notice Number	:	P-16(2016-17)
Release Date of the Tender	:	May 20, 2016
Last date for the submission of Tender	:	June 03, 2016; 3:00P.M.
Opening date of Tender	:	June 03, 2016; 4:00P.M. (In case tender opening day declared holiday for any reason the tender will be opened on next working day at same time.)
Name and Address of the University	:	Registrar, Central University of Punjab, City Campus, Mansa Road, Bathinda – 151001, Punjab, India.
Telephone.	:	0164-2864155
E-Mail Address	:	registrar@cup.ac.in
Tender Fee (Non-Refundable)	:	Rs. 100/- drawn in favour of “ Central University of Punjab, Bathinda ”.
Earnest Money Deposit (EMD)	:	Rs. 4000/- drawn in favour of “ Central University of Punjab, Bathinda ”.

Note: Offers without Tender Fee & EMD shall not be entertained. The bidders registered with NSIC are exempted from submission of Tender Fee & EMD.

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GUIDELINES FOR PREPARATION OF TENDER

1. Blank Tender Forms for the items along with details can be downloaded from www.cup.ac.in or www.cup.edu.in. The non-refundable application fee must be accompanied with tender.
2. Tender fee along with Earnest Money Deposit (EMD) and all other necessary documents should be submitted for the equipment. The main envelop should super- scribe: ***“Tender for Refrigerators, Last date of submission June 03, 2016; 3:00P.M.”***.
3. Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid.
4. If an agent submits bid on behalf of a Principal/OEM along with the Authorization Certificate for this tender from the OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. All bids other than those from the Principal/OEM should be supported by an authority letter from the manufacturer authorizing the supplier to tender on their behalf. In case of manufacturer, a certificate or a copy thereof to the effect that the bidder is manufacturer of the equipment must be accompanied with the technical bid prepared as per 'Annexure - J'.
5. The proposals shall be submitted in two parts, viz. **Technical bid and Financial bid** in two separate sealed envelopes (with respective marking super-scribed in bold).
6. The first envelope (envelope 1) marked **“Tender fee and EMD”**, if exempted, then exemption certificate in this envelope.
7. The second envelope (envelope 2) marked **“Technical bid”** should include the technical specifications. The first envelope should not contain any cost information whatsoever.
8. The third envelope (envelope 3) marked **“Financial bid”** should contain the detailed price offer in prescribed format.
9. All the three sealed envelopes containing Tender Fee & EMD, Technical bid and financial bid should be placed in a bigger sealed cover. The top of cover must also contain Name and Address of the tenderer, telephone and other contact details for further correspondence. Financial bid and Technical compliance sheet for each instrument should be strictly as per tender format and signed on each page.
10. **Price Bid:** The price bid should be prepared as per 'Annexure - D'.
11. **Reference of supply:** Name and contact details of the premier educational Institutes where the similar equipment has been installed as per Annexure-F. If possible, copies of at least two purchase orders may be attached. Central University of Punjab, Bathinda reserves the right to inspect the equipment for its actual performance in any of the listed Institute.
12. Tenders must accompany a copy of the ***“General Financial Terms and Conditions”*** section of this document, signed and stamped on each page indicating that they agree to these.

13. The Tenders will be opened at the University campus as per given schedule. If the Tender opening day happens to be official Holiday then the tenders will be opened on the next working day, in the presence of bidders whosoever may wish to be present.
14. The tenders received late, without tender fee, without earnest money, without required documents or incomplete in any respect / Misleading will out rightly be rejected. Submission of documents (by facsimile, email and so on) is not acceptable.
15. If the supplier/firm is manufacturer/authorized dealer/sole distributor of any item, the certificate to this effect should be attached.
16. Apart from all these terms and conditions, specific terms as specified for each instrument must also be complied.
17. The tender competing in technical evaluation will only be considered for financial evaluations. The price envelopes of others will not be considered. Financial bids of only technically acceptable offers should be opened for further evaluation and ranking before awarding the contract.
18. The financial proposal shall be opened in the presence of the tenderers or their representative who choose to attend. The prior information in this regard will be given to the qualified tenderers.
19. The printed literature and catalogue/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender.
20. **Service Manual/Circuit Diagram:** It is specifically required that the bidders will supply all the operating & service manuals and circuit diagrams along-with the equipment.

GENERAL FINANCIAL TERMS AND OTHER CONDITIONS

1. **Acceptance of Terms & Conditions:** Bidders must confirm the acceptance of all the terms and conditions of this tender. Any non-acceptance or deviations from the terms and conditions must be clearly mentioned. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this tender enquiry may render the bids liable for rejection.
2. **Prices:** Quoted prices should be firm and FOR Central University of Punjab (CUPB), City Campus, Mansa Road, Bathinda (Either Imported or Indigenous) and complete break up of all taxes and duties payable by the university should be clearly defined otherwise it will be presumed that the rates quoted are inclusive of all these charges and nothing extra will be paid. **Special Discount/ Rebates, whichever applicable to an educational Institution, may also be specifically indicated. For imported equipment, prices must be quoted in foreign currency only**
3. **Indigenous items:** The items which can/are to be provided indigenously may be listed separately and the items to be provided indigenous should be quoted in INR only.
4. **Country of Origin:** Country of origin of the quoted item should be mentioned in the offer in case of imported item.
5. **Payment will be made to the supplier through following modes.**
 - a). **Indigenous items:**
100% payment will be made through ILC/RTGS/by cheque after delivery, installation and demonstration of goods in good condition and satisfactory inspection report of the Indenter and on the submission of performance bank guarantee valid for warranty period plus AMC period + 3 months. In case of ILC, charges will be borne by the supplier and adjusted against the payment.
 - b). **Imported items:**
Letter of credit/Telegraphic Transfer - 90% payment will be made through FLC/TT and balance 10% after successful installation of the equipment and submission of performance bank guarantee for 10% of order value, either by the principal company or by their Indian agent valid for warranty period + 3 months. FLC/TT charges will be borne by the Principal or their Indian agent and adjusted against the final payment.
6. **Parts of Equipment:** Where the equipment is composed of several subunits/components, the rate should be quoted for each subunit/ component. The University reserves the right to increase or decrease the number of subunits/ components and number of equipment according to its requirements. The rates in ambiguous terms will render the bids liable to rejection. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting.
7. **Taxes:** All kinds of Statutory Taxes will be paid by the purchaser on the basis of supportive Documentary Evidence.
8. **Validity:** Tenders should be valid for three months from the last date of its submission.
9. **Opening of Tenders:** Tenders complete in all respect will only be considered. Tenders will be opened at the University campus as per given schedule. If the Tender opening day happens to be official

Holiday then the tenders will be opened on the next working day, in the presence of bidders whosoever may wish to be present.

10. **Incomplete or Misleading Tenders:** Tenders duly sealed and sent only by post/courier will be considered. Tenders received late or incomplete in any respect/ misleading without earnest money& without required documents will out rightly be rejected. No responsibility with regard to postal delays due to any reason whatsoever will be accepted.

11. **Right to reject:** The CUPB reserves right to accept/reject any or all the Tenders at any time without assigning any reason.

12. **Delivery Schedule:** Delivery schedule should be clearly mentioned in the Tenders. In case of imported item, the supplier their Indian agent will be responsible for delivery of the material from the place of discharge of material to final point.

13. **Installations:** Installations and Training of the equipment under purchase, if any, will be of free of cost.

14. **Penalty for non/late delivery of material:** If the supplier fails to deliver the material/equipment within the stipulated delivery period of the Supply/Purchase order/contract the same is liable to pay penalty charges at 0.5% of the cost of undelivered goods/ services per week, not exceeding maximum limit of 10% of the cost of complete unit of undelivered equipment/material so delayed.

15. **Custom Duty & Excise Duty Exemption:** The University being a public funded and non-commercial research institution is exempted from paying Custom Duties vide notification no. 51/96-custom and the provision of the said notification will apply. University will provide DSIR certificate, Custom Duty Exemption Certificate (CDEC), road permit and other necessary certificates. Since the University does not have any Clearing Agent, the Supplier is requested to get the consignments cleared on behalf of the University. The admissible Custom Duty will be reimbursed to the Supplier on production of documentary evidence of payment of Custom Duty. The equipment should come straight from the nearest Airport to the University and not be taken to warehouse/ Godown. In case of inspection by the Customs, legible seal of Custom Officials should be present along the tearing of consignment.

16. **Security Deposit:**

a. Firm/bidder/Supplier is required to submit security deposit @10% of ordered value in the shape of FDR/PBG favouring **Central University of Punjab, Bathinda** within 30 days from the date of acceptance of Purchase Order. Failure to submission of security deposit in the stipulated time will lead to forfeiture of EMD.

b. On faithful execution of the Supply/Work order/contract on all respects, including warranty period, the security deposit of the contractors/supplier shall be released.

c. In the event of default on your part in faithful execution of Supply/Work order/contract, the security deposit shall be forfeited by an order of the Registrar of the University. The forfeiture of security deposit shall be without prejudice to any other right arising or accruing to the university under relevant provisions of the Supply/Work Order/contract like penalty/damages for delay in delivery provisions under Negligence& default clause including suspension of business dealings with the university for a specific period.

17. **Arbitration:**

a. If it any time any question dispute or difference what so-ever shall arise between the purchaser/University and the contractor/supplier, upon or in relation to or in connection with purchase order/contract, either party may forthwith give to the other notice in writing of the

existence of such question dispute or difference and the same shall be referred to sole arbitration of a nominee of the purchaser/University, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act-1996(Amended up to date) and of the rules, there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/purchase order. The sole Arbitrator shall be any officer of the University who name is approved by the Vice Chancellor. It will not be objectionable if the Sole arbitrator is an officer of the university and he has expressed his views on all or any of the matter in question of dispute or difference.

b. Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount there of or direct the same to be fixed as between the solicitor and client or as between party and shall direct by whom & to whom and in what manner the same is to be borne and paid.

c. The work under the contract shall, if reasonable possible continue/during the arbitration n proceedings and no payment due or payable by the purchaser/university shall be withheld on account of such proceedings.

18. **Site Preparation:** The supplier shall inform CENTRAL UNIVERSITY OF PUNJAB, Bathinda about the site preparation, if any, needed for the installation, immediately after receipt of the supply order. Supplier must provide complete details regarding space and all infrastructural requirements needed for the equipment, which CENTRAL UNIVERSITY OF PUNJAB, Bathinda will arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to CENTRAL UNIVERSITY OF PUNJAB, Bathinda in the preparation of the site and other pre installation requirements.

19. **Relocation and Installation in New Campus:** The equipment need to be shifted to the Main campus of CENTRAL UNIVERSITY OF PUNJAB, Bathinda. The Suppliers should ensure that they could provide all the technical support for relocation and installation of the equipment free of cost.

20. **Civil Suit Jurisdiction:** All legal proceedings in connection with this Supply/Purchase order/Contract shall be subject to the territorial jurisdiction of the local Civil Courts, as per Indian Laws, at Bathinda only.

21. **Cancellation :** The University reserves the right to cancel the Supply/purchase order as a whole or in part at any time or in the event of default on the part of the Suppler prior to the receipt of information regarding taking in hand of the manufacture of material against the Supply/Purchase order/dispatch of material to the consignee.

TECHNICAL SPECIFICATIONS OF THE EQUIPMENT

Refrigerators- Qty. 01 No.

Specifications: Top Mount Freezer with Inverter Technology, Capacity: 400-500 Litres, Energy Star Rating ≥ 3 , LED Digital Display to monitor temps. continuously.

Refrigerators- Qty. 02 Nos.

Specifications: 400 Litres or above Capacity

(Following detail is required to submit by bidder about quoted item in respect to above technical specifications)

Name of the Equipment _____

Name of the Manufacturer _____

Make of the Equipment _____

Model Number _____

Country of Origin _____

Place:

Signature of Authorized Person

Date:

Designation

Seal

FORMAT FOR THE SUBMISSION OF RATES – PRICE BID

(To be submitted on the letterhead of the company/firm)

Equipment Price:

Name of the Equipment _____

Name of the Manufacturer _____

Make of the Equipment _____

Model Number _____

County of Origin _____

Sl. No.	Particulars	Rate/Unit
1	Cost of the equipment (FOR Central University of Punjab, Bathinda).	
2	AMC Charges for 1 year after the expiry of warranty period.	
3	AMC Charges for 2 years after the expiry of warranty period.	

Note: a. Taxes and other levies, if any are to be clearly specified in the bid.

This is certified that the rates quoted above are not more than the rates charged from any other Institution/Department/Organization.

Place:**Signature of Authorized Person****Date:****Designation****Seal**

PROFORMA FOR USER LIST

Sl. No.	Name & full address of purchaser	Purchase Order No. & Date	No. of Units (Qty.)	Model No. with Date of Installation	Contact person with cell, phone and email id

Place:

Signature of Authorized Person

Date:

Designation

Seal

COMPLIANCE SHEET

Sl. No.	Specifications as per tender (point wise)	Compliance of the quoted model	Compliance of alternate model, if any	Remarks (Deviations)

Signature and seal of the Manufacturer/Bidder

Date: _____

Place: _____

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations"

(Furnishing of wrong statement may lead to debar from the future purchases of CENTRAL UNIVERSITY OF PUNJAB, Bathinda.)

APPLICATION FORM

To be Filled Completely and Signed

1. Contact details of the head office of proposing firm:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

2. Name and full address of local office of proposing firm nearest to Bathinda:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

3. Name and full address of manufacturer:
 - a. Name-
 - b. Address-
 - c. Tel. No.-
 - d. Fax -
 - e. Email -
 - f. Web site (If any)

4. Name of advising bank and account number:

5. SWIFT Code:

6. PAN and TAN Number:

7. Manufacturing type (tick mark):
 - i. Imported
 - ii. Indigenous
 - iii. Both

8. Country(s) of origin:

9. Any other relevant information:

DECLARATION BY SUPPLIER

“It is certified that I/we have carefully read and understood the entire general, special as well as specific terms and conditions of these documents and agree to abide by all of these. All the information and commitments provided with the bids are truthful and binding on the firm.”

Place:

Signature of Authorized Person

Date:

Designation

Seal

CHECK LIST

(TO BE FILLED COMPLETELY & PLACED IN ENVELOPE-I)

Sr. No.	Points to be verified	Yes/ No
1	Duly filled and signed Annexures A to L attached.	
2	EMD (if exempted, NSIC Certificate attached).	
3	Tender Fee (if exempted, NSIC Certificate attached).	
4	Photocopy of PAN and TAN card.	
5	Copy of income tax return certificate.	
6	Spare part availability certificate.	
7	Sales tax registration certificate.	
8	Copy of "General Terms and Conditions" signed and stamped on each page.	
9	Whether catalog of the equipment attached?	

Place:**Signature of Authorized Person****Date:****Designation****Seal**