

**BHAGAT PHOOL SINGH MAHILA VISHWA VIDYALAYA  
KHANPUR KALAN (SONIPAT)**

(Here in after referred to as Govt. University \*BPSMV\*)

**OFFICE OF THE REGISTRAR**

**DETAILED NOTICE INVITING TENDER**

**Name of Work: -** Tender for purchase of equipments for various home science labs,  
BPSMV, Khanpur Kalan, Sonepat.

**Cost of Work: -** Rs. **2,92,794/-** (two lakhs ninety two thousand seven hundred  
ninety four)

**Amount of Earnest Money: -** Rs. 5859/- (2% of Total Cost)

**Time Limit: -** 07 Days

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## CHAPTER-1

### B. P. S. MAHILA VISHWAVIDYALAYA KHANPUR KALAN (SONIPAT)

#### Detailed Notice Inviting Tender

##### Invites the bids from eligible bidders through online bids

On behalf of Registrar Tenders through E-tendering for below mentioned items are hereby invited from authorized dealer/Manufacturer. The tender form “along with terms and conditions for items supplied” to be fulfilled, can be obtained from the website: <https://haryanaeprocurement.gov.in>

Name of Work	Estimated cost (in Rs.)	Tender Document fee + E-Service fee	Time Limit for completion of work/Supply of materials	Start Date & Time of Bid Preparation & Submission	EMD fee Last date and time for Submission of EMD	Expiry Date & Time of Bid Preparation & Submission	Date & time for opening of Technical Bid	Date & time for opening of Commercial Bid
Tender for purchase of home science lab equipments for, BPSMV, Khanpur Kalan, Sonapat.	Rs. 2,92,794/- (two lakhs ninety two thousand seven hundred	Rs. 500/- + 1000/-	15 Days	10.04.18 (17.00)	Rs. 5859/-  25-04-2018upto 17:00Hrs	27.04.18 (17.00)	28.04.18 (11.00)	28.04.18 (15.00)

Under this process, the Pre-qualification/Technical online bid, as well as online Price/Commercial Bid are invited. Eligibility and qualification of the Bidder will be first examined based on the details submitted online with respect to eligibility and qualification criteria prescribed in this Tender document. The Price/Commercial Bid shall be opened for only those Bidders whose PQ/Technical Bid are responsive to eligibility and qualifications requirements as per Tender document.

- 1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/firms online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC. Please refer to ‘Online Payment Guideline’ available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- 2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment of Rs. 5859/- towards EMD fee in due course of time i.e. between 10<sup>th</sup> April 2018 to 25<sup>th</sup> April 2018.**
- 3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in**

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advance i.e. **on or before 25th April 2018; and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.**

The interested bidders/firms shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

#### **Key Dates**

S. No.	University/Departmental Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	.....	Download Tender Online Bid Preparation & Submission	<b>10-4-18 (17.00)</b>	<b>27-4-18 (17.00)</b>
2	Open Technical/PQ Bid & Technical Evaluation	.....	<b>28-4-18 (11.00)</b>	<b>28-4-18 (13.00)</b>
3	Open Commercial /Price-Bid	.....	<b>28-4-18 (15.00)</b>	<b>28-4-18 (17.00)</b>

#### **Important Note:**

- 1) The bidders have to complete 'Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder fail's to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her bid status will be considered as 'bids not submitted'.
- 2) Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.

#### **Instructions to bidder on Electronic Tendering System**

**These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

#### **1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tender's process online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

#### **2. Obtaining a Digital Certificate:**

**2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

**2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master /

Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

**2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

**2.4** The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

**M/s Nextenders (India) Pvt. Ltd.**

**O/o. DS&D Haryana,**

**SCO – 09, IInd Floor,**

**Sector – 16,**

**Panchkula – 134108**

**E-mail: [Chandigarh@nextenders.com](mailto:Chandigarh@nextenders.com)**

**Help Desk: 0172 – 2582008-09, 2618292 and 1800-180-2097 (Toll Free Number)**

**2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

**2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

**2.7** In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.

**2.8** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **3. Opening of an Electronic Payment Account:**

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

### **4. Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nex Tenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

## **5 Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

## **6 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>

## **7 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

## **8 Online Payment of Tender Document Fee, eService fee & EMD fees & Bid Preparation & Submission (PQ/Technical & Commercial/Price Bid):**

**8.1 Online Payment of Tender Document Fee + e-Service fee:** The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

### **8.2 Preparation & submission of online Applications/Bids:**

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from 10/04/2018 (17:00 Hrs) to 25.04.2018 (17:00 Hrs.) and tender mandatorily be submitted online by following the instruction appearing on the screen.
- (ii) **Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQ/ Technical Envelope:** The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQ or Technical Envelope.

#### **A. Only Electronic Form (Refer Tender document).**

**Financial or Price Bid proposal shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually.**

#### **NOTE:-**

*(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.*

*(B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.*

In the first instance, the online payment details of tender document fee + e-Service and EMD &

PQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Firm wherever required shall be opened online in the presence of such bidders/ Firm who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

(X) **Guideline for Online Payments in e-tendering**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

**A) Debit Card**

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment.
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal.
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

**B) Net Banking**

The procedure for paying through Net Banking will be as follows:

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his/her Bank.
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment.
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to

the Net Banking gateway which is confirmed back to e-Procurement portal.

(ix) The page is automatically routed back to e-Procurement portal.

(x) The status of the payment is displayed as “successful” in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.

(xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

### **C) RTGS/ NEFT**

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

i. Bidder shall login into the client e-procurement portal using user ID and password as per existing process and selects the RTGS/NEFT payment option.

ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

iii. Each challan shall therefore include the following details that will be pre-populated:

- Beneficiary account no: (unique alphanumeric code for e-tendering)
- Beneficiary IFSC Code:
- Amount:
- Beneficiary bank branch:
- Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS/NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

#### **List of Net banking banks**

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank

12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank
21. Indusind Bank
22. ING Vysya Bank
23. J and K Bank
24. Karnataka Bank
25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce
29. South Indian Bank
30. Standard Chartered Bank
31. State Bank of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore
36. State Bank of Patiala
37. Tamilnad Mercantile Bank
38. Union Bank of India
39. United Bank of India
40. Vijaya Bank
41. Yes Bank

**REGISTRAR,  
BPSMV, Khanpur Kalan**

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## CHAPTER-2

### SCHEDULE OF ITEMS

I/We hereby tender for the supply of Home science lab Equipments for the Registrar of the BPSMV, University (hereinafter referred to as University) of the work specified in the underwritten memorandum within the time specified in such memorandum at BPSMV in accordance in all respects with specifications and instructions in writing referred to in Rule 1 hereof and in Clause 11 of the annexed conditions, and with such material as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

### MEMORANDUM

(α) General Description:-**Tender for supply of home science lab equipments at BPSMV, Khanpur Kalan, Sonapat.**

(b) Estimated Cost

**Rs. 292794/-**

(c) Earnest Money

**Rs. 5859/-**

(d) Performance Security deposit 10% of supply order to be submitted within 05 Days from the date of issue of order in the shape of unconditional bank guarantee of scheduled bank valid for 02 Years + 60 days.

(f) Time allowed for supply of items with in Seven days or till 04<sup>th</sup> May whichever is earlier from date of supply order.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and provisions of the said conditions of contract annexed hereto, so far as applicable, or in default thereof to forfeit and pay to the University or its successors in office the sums of money mentioned in the said condition.

3. The sum of Rs 5859/- deposited as earnest money the full value of which is to be absolutely forfeited to the said University or its successors in office without prejudice to any other right or remedies in case performance security is not submitted well in time.

Dated of  
Committee Members  
Address  
Occupation

Days of  
  
Supplier

The above tender is hereby accepted by me on behalf of the Registrar, BPSMV Sonipat.

Dated the

Days of 2018

**REGISTRAR**

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## CHAPTER -3

### Performance Security and Eligibility Criteria

#### 1. Performance Security

E-Tenders are invited from the authorized dealers/suppliers for the items detailed below:

Sr. No	Name & Specification of the Item	Quantity
1.	Items for home science labs (item list provided at annexure 'A')	As per requirement

**For detailed specification visit annexure A.**

- F.O.R BPSMV, Khanpur Kalan.
- Warranty will be 2 years.
- Training for 7 working days will be imparted at BPSMV, Khanpur Kalan free of cost during installation. Boarding and lodging for training staff will be provided by BPSMV free of cost.
- 100% payment will be released on satisfactory installation and inspection report given by the committee at BPSMV, Khanpur Kalan.
- Firm will provide technical support service after warranty period.
- Offer will include all type of taxes/transportation.
- Firm will provide hard as well as digital copy of user instructional/ manual pertaining to to the operation of the home science lab equipments free of cost.

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Bidder will submit Performance Security @ 10% of the bid in the form of unconditional Bank Guarantee of scheduled Indian Bank in favour of Registrar, BPSMV, Khanpur Kalan within 7 days from issue of Supply Order and the same will be refunded after the expiry of warranty period of 2 years. After submission of Performance Security, EMD will be refunded. In case Bank Guarantee is not submitted within 7 days action to forfeit the EMD will be taken by the University.

## 2. Eligibility Criteria

The bidding is open to all qualified bidders who fully meet the following qualifying requirements:-

2.1 The bidder must have a proven track record of supplying **Home science lab equipments** to various technical institution of repute. The supplier should attach the certified copy of at least 03 number supply orders during the last 03 years of supply of home science lab Equipment's in Govt. /Govt. autonomous organization and certificate of the department regarding satisfactory performance will be submitted.

2.2 Bidder should have a minimum turnover of Rs. 04 lakhs in anyone of the last three consecutive years. Bidders should have sufficient technical professionals on rolls to cater University requirements. He will submit list of such professionals.

2.3 The Bidder should attach the certified copy of the registration of the firm.

2.4 Bidder will submit the authorization certificate for distribution of home science lab Equipment's in India. He will submit proof in Technical Bid.

2.5 Bidder will submit an undertaking that the firm has not been debarred/ blacklisted for any reason/ period by any Central/ State Govt. Dept./ University/ PSU etc. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the supply order, but may also warrant legal action.

2.6 Bidder should provide balance sheet of three years duly signed by C.A..

2.7 Bidder must provide certificate that he has not supplied these items below the rates quoted in the tender during this year.

**CHAPTER-4**  
**BHAGAT PHOOL SINGH MAHILA VISHWAVIDYALAYA**  
**KHANPUR KALAN (SONIPAT)**

**Instruction to Bidders and General Condition**

E-tenders are invited on behalf of the Registrar, BPSMV Khanpur Kalan (Sonipat) from the eligible Firms/bidders “**Tender for purchase of Home science lab Equipments, BPSMV, Khanpur Kalan, Sonapat, Haryana**”.

**1. EMD**

The EMD for the project is Rs 5859/-.

**2. Eligibility Conditions**

Already given in Chapter 3

**3. Instruction to Bidders**

3.1 The quotation will be valid for 90 days from the date of opening of tender.

3.2 All available Technical Literature (s), Catalogue(s) and other data in support of the specification and details of the item(s) should be furnished along with the offer.

3.3 Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever, in the event of non-acceptance of tender

**4. Specifications:**

4.1 Technical Specifications of **Home science lab Equipments** is given in Chapter-2 “Schedule of Items”.

4.2 Store offered should strictly conform to our specifications. Deviation, if any, should be clearly indicated by the bidder in their quotation. The bidder should also indicate the make/type no. of the stores offered and provide catalogue(s), technical literature(s) and sample(s), wherever necessary along with quotations. Test certificates wherever necessary should be forwarded along with the supplies. Whenever options are called for in our specifications, the bidder should address all such options. Wherever specifically mentioned by us the bidder could suggest changes to specifications with appropriate response for the same.

4.3 The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the bidders shall supply the same at the rates quoted.

4.4 A complete set of instruction and operation manual should be supplied at the time of installation.

4.5 Final performance should be guaranteed at the site for two years.

**5. Terms and conditions of contract**

**1. Definitions:-**

a) The terms ‘Purchaser’ shall mean the Registrar, BPS Mahila Vishwavidyalaya, Khanpur Kalan, Sonipat

b) The term ‘Contractor’ shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the contractor’s successors, representative, heirs, executors and administrators unless excluded by the contract.

c) The ‘Stores’ shall mean that contractor agrees to supply under the contract as specified in the Purchase Order including erection of plants and machinery and subsequent testing, should such a

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condition be included in the Purchase Order.

d) The term 'Purchase Order' shall mean the communication signed on behalf of the purchaser by an officer duly authorized intimating the acceptance on behalf the purchaser on the terms and conditions mentioned or referred to in the said communications accepting the tender or offer of the contractor for supply of stores of stores or plant, machinery or equipment or part or thereof.

**6. Prices:**

Price will be in Indian rupees.

**7. Security Deposit**

Bidder will submit Performance Security @ 10% of the bid in the form of Bank Guarantee of scheduled Indian Bank in favour of Registrar, BPSMV, Khanpur Kalan within 2 days from issue of Supply Order and the same will be refunded after the expiry of warranty period of 2 years. After submission of Performance Security, EMD will be refunded. In case Bank Guarantee is not submitted within 2 days. In case of failure to deposit performance security within due time, EMD will be forfeited and firm will be debarred from giving tenders in the university for 02 years

**8. Guarantee and Replacement**

a) The contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material workmanship and performance.

b) For a period of (24) twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use arising from faulty stores, design or workmanship, contractor shall remedy such defects at his own cost provided he is called upon to do so within guarantee and warranty period as specified by the manufacturer from the date of acceptance thereof by the purchaser who shall state in writing in what respect the store or any part thereof are faulty.

c) If in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the contractor free of all costs to the purchaser provided the notice informing the contractor of the defect is given by the purchaser in this regard as above from the date of acceptance thereof.

d) Should the contractor fail to rectify the defects the purchaser shall have the right to reject or repair or replace at the cost of the contractor the whole or any portion of the defective stores.

e) The decision of the purchaser, notwithstanding any prior approval of acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the contractor are defective or any defects has developed within the said period of 24 months or as to whether the nature of the defectives required renewal or replacement shall be final, conclusive and binding on the contractor.

f) To fulfill guarantee conditions outlined in Clause 8(a) to (d) above, the contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the contract alongwith first shipment documents. On the performance and completion of the contract in all respects, the Bank Guarantee will be returned to the contractor

g) All the replacement stores shall also be guaranteed for a period for 24 months from the date of arrival of stores at Purchaser's site.

**9. Packing Forwarding & Insurance**

The contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packing shall be done by and at the expenses of the contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor and the purchaser shall pay only for such stores as are actually

received in good conditions, in accordance with contract.

**10. Testing Certificate:**

Wherever required Test Certificate should be sent along with relevant dispatch documents.

**11. Acceptance of Stores:**

- a) The stores shall be tendered by the contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expenses and cost.
- b) It is expressly agreed that the acceptance of stores, contracted for is subject to final approval by the purchaser, whose decision shall be final.
- c) If, in the opinion of the Purchaser all or any of the stores that do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at the price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the contractor.
- d) If the whole or any parts of the store supplied are rejected in accordance with clause no. 11(c) above, the purchaser shall be at the liberty, with or without notice to the Contractor, to purchase in the open market at the expenses of the Contractor, stores meeting the necessary performance and quality contracted for in place of these rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of stores as aforesaid.

**12. Rejection of stores:**

Rejected stores will remain at the destination at the contractor's risk and responsibility, if instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice or rejection, the purchaser or his representative has at his discretion the right to scrap or seal or consign the rejected stores to the contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actual.

**13. Delivery Period:**

- a) The delivery period of the stores stipulated in the purchase order shall be deemed to be the essence of the Contract i.e. 05 days, and delivery must be completed on or before the specified dates/period.
- b) Should the contractor fails to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall entitled to forfeit his performance guarantee and same will be en-cashed and credited to university accounts. The fresh tenders will be called and the firm who was given supply orders will not be entitled to participate in the fresh tenders. The firm will be debarred for giving tenders in the university for the next two years.

**14. Extension of the Delivery Time:**

As soon as it is apparent by the bidder that delivery period/dates cannot be adhered to, an application shall be sent by the bidder to the Purchaser, giving proper justification for delay. The decision of the university regarding acceptance/refusal of application regarding extension of delivery period will be final and no claim will be entertained.

**15. Payment:**

Contractor's bill will be passed only after the stores have been received, inspected and accepted by the Purchaser for payment.

**16. Indemnity:**

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this contract are free and clean of infringement of any patent, copy right or trade mark, and shall at all time indemnify the purchaser against all claims which may made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents of damage which may cause a failure of the supply from whatever cause

arising and the entire responsibility for sufficiency of all the means used by him for the fulfillment of contract.

**17. Counter Terms and Conditions of Supplies:**

No conditions/Counter terms and conditions of supplies will be accepted.

**18. General Conditions**

- In case of any dispute, the decision of the Vice-Chancellor will be final.
- The goods shall be supplied by the Supplier within the time limit specified in the supply order. The delivery period can be extended by the Registrar with the approval of CPC, only in exceptional cases on written request of the Supplier giving reasons/ explaining circumstances due to which delivery period could not be adhered to. In case, the material is not supplied within the delivery period, the supplier shall be liable to pay the University the compensation amount equivalent to 1% (one percent) of the cost of material each day provided that the total amount of compensation shall not exceed 10% (ten percent) of the total amount of the cost material supplied. Appeal against these orders shall, however, lie with the Vice-Chancellor, BPSMV University, Khanpur whose decision shall be final.
- As a general policy, the University tries to make 100% payment within 30 days of the receipt of material subject to proper installation, wherever applicable, and satisfaction of the Inspection Committee. No advance payment or payment against documents negotiated through Bank shall be made.
- The acceptance of the material shall be subject to satisfactory report of this Office's Inspection Committee/ Technical Committee/ Experts Committee.
- The acceptance of the tenders shall rest with the Vice-Chancellor who does not bind herself to accept the lowest tender and reserves the right to reject any or all items of tenders without assigning any reason therefore. The Vice-Chancellor also reserves the right to accept tenders in part i.e. any items or any quantity and to reject it for the rest.
- In case, any other information/ clarification are required, the undersigned may be contacted at Telephone No. **01263-283038** on any working day (Monday to Friday) during office hours (**9 a.m. to 5.00 p.m.**).
- The dispute, if any, shall be subject to the jurisdiction of Courts at **Gohana/Sonipat**. Any other jurisdiction mentioned in the tenders or invoices of the manufacturers/ distributors/ dealers/ suppliers etc. Shall be invalid and shall have no legal sanctity.
- Terms and conditions printed on tenders of the firm, if any; shall not be binding on the University, except those mentioned specifically on the supply order, and yours acceptance of the order shall be construed as your agreement to all the terms and conditions contained in the order.
- Tenderer are advised to visit the site in advance before submission of the tender. Tenderer shall be deemed to have full knowledge of all the relevant document samples, about site etc.
- Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rate at which stores, will be issued to him by BPSMV University and local condition and other factors bearing on the execution of the work.
- No interest shall be payable on performance security amount.
- Supplied Goods should be unused and new.

## Annexure 'A'

Sr.No	Item	Qty	Brand
1.	Iron Box (steam iron)--	4	Prestige/philips
2.	Food Processor (with accessories)	2	Sujata/usha
3.	Washing Machine(fully automatic)	2	IFB/LG/Godrej
4.	Mixie	4	Sujata/usha/bajaj
5	Burner Gas chulha	2	Sunflame/prestige/an y other
6	Non stickTawa	10	Hawkins
7	Cup and plate set (Tea set)	4 set	Bone china,laopala
8	<b>Patila</b> a. Big (5ltrs.)	2	Stainless steel with copper base cello/ prestige/vinod ISI mark
9	b. Medium (2 ltrs.)	4	Stainless steel with copper base cello/ prestige/vinod ISI mark
10	<b>Karahi</b> Small	5	Stainless steel with copper base cello/ prestige/vinod ISI mark
11	Spice box.	2	Steel vinod /Neelam /ISI mark
12	Chopping board	10	ISI mark cello /crystal
13	Gas lighter	10	ISI mark cello /crystal
14	Coaster set	10	ISI mark cello /crystal
15	Salt Cuvettes	5	
16	Jar a. Big (5ltrs)	2	Cello, sun pet, pearl pet
	b. medium(2ltrs)	3	Cello, sun pet, pearl pet
17	Microwave utensils	9	Microwave safe, borosil bowl set of 3 utensils
18	Dinner set (55 pcs.)	6	Coral/bone china/opal
19	Half plate	24	Melamine non breakable

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20	Katori	48	Melamine non breakable
21	Spoon	5set	Steel
22	Rolling pin	15	Wooden uniform surface
23	Rolling board	15	Wooden uniform surface
24	Cabinet with lid (dustbin)	6	Cello/sunpet/ pearlpet
25	Female standing mannequins (No.8)	3	No.8 dress forms of different styles
26	L-shape scale	4	Wooden smooth surface
27	Leg shape	6	Wooden smooth surface
28	Straight scale	6	Wooden smooth surface
29	Dye tub	6	Cello/wonder
30	Bucket	6	Medium size with plastic body
31	Sewing kit usha	8	Usha/singer/merit
32	Stapler	2	kangroo
33	Hand blender	10	Orpat/Bajaj/usha/phili ps

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Committee Member      Committee Member      Committee Member      Convener