

DELHI PHARMACEUTICAL SCIENCES AND RESEARCH UNIVERSITY  
TENDER / BID DOCUMENT FOR  
Supply of  
“LYOPHILIZER”  
FOR DPSRU INNOVATION AND INCUBATION FOUNDATION  
(DIIF)

Last date of Bid Submission : 23/07/2021 up to 11:00 AM

Opening of Technical Bid : 23/07/2021 at 02:30 PM

**Delhi Pharmaceutical Sciences & Research University**  
**(Established Under Act 07 of 2008, Govt. of NCT of Delhi)**  
**The 1<sup>st</sup> Pharmacy University of India**  
Mehrauli-Badarpur Road, Pushp Vihar, Sector-3, New Delhi-110017, INDIA  
Phone: 29553487, Fax: 91-11-29554503  
Website: [www.dpsru.edu.in](http://www.dpsru.edu.in) (GSTIN: 07AAAGD0279H1ZM)

FACT-SHEET

S. No.	Particular	Details
1	Tender Reference No.	F.No. DIIF/BIRAC/Lab Equip./Proc./04
2	Tender ID on Delhi Govt. e-procurement web-portal	
3	Selection Method	Technical Evaluation with Least Cost based selection as per Tender Specification.
4	Availability of Tender / Bid Document	Tender/Bid Document can be downloaded from e-Procurement platform of Delhi Government i.e. <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> and can also be downloaded from website of this University i.e. <a href="http://dpsru.edu.in/tenders">http://dpsru.edu.in/tenders</a>
<u>5</u>	<b>Bid Security Declaration</b>	Bidders must submit the Bid Security Declaration as per the format given in Annexure III.
6	Performance Bank Guarantee (PBG)	3 % of the total cost of Work / Supply order in the form of FDR/Bank Guarantee in favour of <b>Registrar, Delhi Pharmaceutical Science &amp; Research University, payable at Delhi</b> and issued from any of the Nationalized Scheduled Commercial Banks located in Delhi / NCR.
7	Nodal Officer for correspondence and clarification	Mr. Navin Kr. Gaur (Nodal Officer), Room No.504, DIIF, Delhi Pharmaceutical Sciences and Research University, Mehrauli-Badarpur Road, Pushp Vihar, Sector-3, New Delhi-110017, INDIA e-mail:- <a href="mailto:navin.diif@gmail.com">navin.diif@gmail.com</a> , <a href="mailto:info@diif.in">info@diif.in</a>
8	Last date of bid submission	Bid must be submitted in Online on e-procurement platform of Delhi Government i.e. <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> on or before the 23/07/2021 up to 11:00 AM.
9	Opening of Technical Bid	23/07/2021 at 02:30 PM
10	Opening of Financial Bid	After Successful Clearance of Technical Evaluation

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F.No. DIIF/BIRAC/Lab Equip./Proc./04  
06/07/2021

Dated:

**E-PROCUREMENT**  
(<https://govtprocurement.delhi.gov.in.>)  
**TENDER DOCUMENT**

**E-Bids/Quotations** are invited from the Reputed Manufacturers or Authorized Distributors/ Dealers of Manufacturer for Supply & Installation of **LYOPHILIZER** required for DPSRU Innovation and Incubation Foundation (DIIF), as per the specification given in the **Annexure-I**, Tender Document must be downloaded from E-procurement website so as to upload on E- Procurement web-site i.e. <https://govtprocurement.delhi.gov.in.> on or before 23/07/2021 **up to 11.00 AM**. The tender document can also be accessed on University website <http://dpsru.edu.in/tenders.>

**INSTRUCTIONS TO BIDDERS**

1. **Eligibility for Bidders:**
  - 1.1 The Bidder must be a Reputed Manufacturer or Authorized Distributor/Dealer of Manufacturer. If, bidder is an authorized distributor/dealer of manufacturer, he must furnish legible self-attested scanned copy of Bid specific authorization certificate issued by the manufacturer.
  - 1.2 The Bidder must be bearer of valid GST Registration. The Bidder must upload legible self-attested copy of GST Registration Certificate issued from a Competent Authority
  - 1.3 The Bidder must have Permanent Account Number (PAN). Self-attested copy of PAN must be furnished.
  - 1.4 The Bidder must have average financial Turnover of Rs. 6.00 Lakhs during the last 3 financial years (2018-19, 2019-20 & 2020-21). The Bidder must upload Self attested scanned copy of Documentary proof indicating the annual Turnover for the last three financial years (2018-19, 2019-20 & 2020-21) in the form GST paid acknowledgment or any other relevant document duly signed by the concerned Government officer indicating the annual turnover therein or Balance Sheet duly signed by Chartered Accountant or any other relevant document showing turnover duly signed by Chartered Accountant.
  - 1.5 The Bidder should quote the specifications & makes/brands of items as per specifications mentioned in annexure-I of the Bidding Documents. If, there is any deviation in the specifications & brands/makes of the

Equipment/machines, Bidder must mention the deviation in the deviation column of Annexure-I and shall make own arrangement to demonstrate/show the Equipment/machine, for which deviation in specifications/make w.r.t. tender document specification is quoted, to the Technical Expert Committee of this University up to 20/07/2021 for approval of committee.

Do not mention Best Quality/Good Quality/Superior Quality etc. but furnish specific Make/Brand of the item quoted. Self-attested copy of duly filled Annexure-I must be uploaded.

- 1.6 The bid must be valid for 180 days from the last date of submission of bids. A Bid valid for a shorter period will be rejected as non-responsive.
- 1.7 If, the Bidder is manufacturer, he must furnish the details of its organization, stating number of personnel employed, manufacturing facilities, after sales service facilities and quality control systems in the **Annexure-II**.

**OR**

If, the Bidder is Authorized Distributor/Dealer, he must furnish the details of its organization, stating no. of personnel employed, ties up for after sales-service facilities, whether he is authorized dealer or not for the items he is intending to supply, how he will provide after-sales-service etc. in the **Annexure-II**.

- 1.8 The Bidder must furnish details of their customers with full address, telephone no., etc. and details of similar supplies made, during the last two financial years, in the **Annexure-II**.
- 1.9 A self-certified undertaking by the authorized signatory of the bidder that “the bidder has not been blacklisted by any Central/State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices” as on bid submission date must be submitted.
- 1.10 In the event of the item(s) being imported product(s), Custom Duty Exemption Certificate (CDEC) will be issued by the University on the written request of the supplier; who, in turn, will furnish copies of relevant Customs Related Documents namely Airways Bill, Packing List, TR-6 challan etc. along with Bill/Invoice.
- 1.11 Bidder must agree to all Terms & Conditions of Bid Document and must furnish duly filled self-attested **Annexure-II** in token of acceptance.
- 1.12 Rates should be quoted on F.O.R basis. The University is entitled to Concessional GST, for which DSIR Certificate will be issued on written request of the vendor.

## 2. Technical Specifications

The detailed Technical specifications, quantity required are mentioned in **Annexure-I**.

## 3. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the Principal hereinafter referred to as “the purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

The Bidder is expected to examine all instructions, forms, terms and

conditions in the Bid documents. Failure to furnish all information required by the Bid documents or submission of a Bid not substantially responsive to the documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

4. **Documents to be submitted with the Bid:**

I **"TECHNICAL BID"**

(i) Self-attested copies of all the documents in support of the Eligibility of Bidder as mentioned in the **Clauses 1.1 to 1.12.**

(ii) Specifications & Makes of items quoted and deviation if any, w.r.t. Annexure-I of the bidding document.

II **"PRICE BID"**

A complete price in Rupees in the prescribed Performa of BOQ must be filled & signed and submitted online along with bid document.

5. **Bid Validity**

Bids shall remain valid for 180 days after the last date of submission of bids. A Bid valid for a shorter period may be rejected as non-responsive.

6. **Delivery Period**

12 (Twelve) Weeks from the date of placing the supply order for all the items.

7. **Extension of validity of Bids**

8. **Opening of Technical Bid by Purchaser**

8.1 The purchaser will open "Technical Bids" in the presence of Bidders' representatives only who choose to attend, at **02.30 PM on 23/07/2021** in the Registrar's Chambers

8.2 The Bidders representatives, who are present, shall sign attendance register / sheet evidencing their attendance.

8.3 In the event of the specified date of Tender opening/downloading being declared a holiday for the purchaser, the Tenders shall be opened at the appointed time and location on the next working day.

9. **Bid Rejection**

The Bid will be rejected under any one or more of the following cases: –

i Non-production of original documents for verification, if required.

ii Not meeting the Technical Specifications.

iii If Bidder found indulging in malpractice of pooling of Bid.

iv If bidder is not found eligible as per requisite criteria mentioned in the clause 1.

v If the quoted rates are not as per criteria.

vi If a firm **quotes NIL** rates, the bid shall be treated as unresponsive and will not be considered.

vii If the Technical Bid and / or Commercial Bid is not signed and stamped

10. **Opening / Downloading of Commercial Bid by Purchaser**

The Price Bids of the bidders, who qualifies in technical Bid evaluation, will be opened after the successful clearance of Technical Evaluation in the Registrar's Chambers, DPSRU Campus in the presence of Bidders' representatives who choose to attend. The Bidders' representatives who are present shall sign attendance register / sheet evidencing their attendance  
In the event of the specified date of Bid opening being declared a holiday

for the purchaser, the Bids shall be opened at the appointed time and location on the next working day.

11. **Evaluation and Comparison of Bids**

The purchaser will evaluate and compare the total Bid Price for each item, which have been determined to be substantially responsive as per the clause-1 (Each item-wise L-1 Evaluation)

The purchaser's price evaluation of a Bid will be as per B.O.Q. No other charges will be paid or considered.

12. **Purchaser's right to accept any Bid and to reject any or all Bids**

The purchaser reserves the right to accept or reject any Bid, and to annul the Bid process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders of any obligation to inform the affected Bidder or Bidders of the grounds for the purchaser's action.

13. **Notification of contract and placement of supply order**

Prior to the expiration of the period of Bid validity, the purchaser will notify the successful Bidders in writing that its Bid has been accepted. The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Security, the purchaser will promptly notify each unsuccessful Bidder and will discharge its Bid Security Declaration.

14. **Signing of contract**

At the same time as the purchaser notifies the successful Bidder that its Bid has been accepted, the purchaser will send the Bidder the Contract Form provided in the Bid documents, incorporating all agreements between the parties.

Within 7 days of receipt of the contract form, the successful Bidder shall sign and date the contract and return it to the purchaser.

15. **Warranty**

The supplier warrants that the goods supplied under this contract are new, unused and most recent. The supplier further warrants that the goods supplied under this contract shall have no defect arising from design or materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods in the conditions at consignee place. The warranty shall remain valid for a minimum period of **12 (Twelve) months**, or more, as given by the Original Equipment Manufacturer for all the items, after the goods or any part thereof, as the case may be, have been delivered and commissioned to the final destination indicated in the contract. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to forfeit the Performance Bank Guarantee.

16. **Performance Security**

The successful Bidder must deposit a performance security, which will be the 3 % (Three percent) of the total value of contract. The performance security should be in the form of FDR or Bank Guarantee from a Nationalized Commercial bank in favour of Registrar, Delhi Pharmaceutical Sciences & Research University, New Delhi-110 017. The Performance Security (Security Money) shall bear no interest. The Performance Security should valid for a period of 60 days beyond the completion of all contractual obligations by the supplier including warranty / guarantee period. The performance security will be forfeited in case the successful Bidder fails to supply as per the contract /supply order or fail to meet the obligations under warranty / guarantee period.

Failure of the successful Bidder will lead to suspension of the bidder from any future procurement of the University as per the Bid Security Declaration.

**17. Inspection**

The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the contract. The final inspection of the ordered goods shall be carried out by the Technical Expert Committees duly constituted by the Competent Authority of the University.

Firms fail to supply the items as per specification mentioned in the supply order within stipulated time, its performance security will be forfeited.

**18. Penalty for late deliveries**

If the supplier fails to deliver any or all the goods or to perform the services within delivery period of 12 (Twelve) Weeks the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as penalty for late deliveries @ 0.5% per week for undelivered items. Once the maximum deduction of 5% is reached, the purchaser will terminate the contract and forfeits the Performance Security for undelivered goods.

**19. Payment**

The Supplier's request for payment shall be made to the Registrar in writing, accompanied by an invoice describing with GST No. of University, as appropriate, the Goods delivered, rate and amount. Complete payment shall be made within 60 days by the purchaser after satisfactory completion of work (subject to approval of competent authority) or after submission of an invoice /bill or claim by the supplier; whichever is later

**20. Purchaser right to vary quantities at the time of Award**

The purchaser reserves the right at the time of award of contract to increase or decrease by up to 25% (Twenty Five Per cent) the quantity of goods specified in the schedule of requirement without any change in price or other terms & conditions.

**21. Termination for Default**

The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- If the supplier fails to execute the supply order by the date specified in the order or within any extension thereof granted by the purchaser.

- If the supplier fails to perform any other obligation(s) under the contract.
- If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in executing the contract.

22. **Force Majeure**

Notwithstanding the provisions of clause 19 & 22 the supplier shall not be liable to forfeiture of its performance security, liquidated damages of termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

"Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

23. **Resolution of disputes**

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

Any dispute is subject to the jurisdiction of Delhi courts only.

24. **Site Inspection**

Bidders are advised to inspect the site at DPSRU Innovation & Incubation Foundation, Delhi-110017 and its surroundings where these Equipment/Machines are to be installed and satisfy them before submitting their tenders. A bidder shall be deemed to have full knowledge of the work whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

26. **Language**

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

27. **Special Instructions:**

Supplier/ Bidder must ensure to upload the self-attested legible scanned copies of all the documents in support of the Eligibility of Bidder as mentioned in the Clauses 1.1 to 1.12.



## GENERAL TERMS AND CONDITIONS OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

- 1 The supplier shall have to follow all the instructions given from time to time by the Competent Authority or person nominated by him/or Lab-in-Charge concerned, as the case may be.
- 2 The supplier shall maintain a log book register for the routine instructions and shall maintain record of attendance, repair, replacement, service etc and remarks of the lab-in-charge. This register is to be submitted while claiming CAMC charges.
- 3 The supplier shall be liable to pay compensation for any loss or damage caused to the property of the University under the contract.
- 4 The supplier shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the University and officers/employees from any claim or consequences/damages for any lapse or noncompliance thereof.
- 5 The supplier will be responsible for any accident or mishap or death of workers engaged by the Contractor/Vendor and any claim made on this account will be paid by the Contractor/ Vendor, who will also indemnify the University from any claim in this regards.
- 6 The supplier and his worker shall abide by the rules and regulations of the University as well as directions/instructions issued by the authorized officer or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.
- 7 In the event of infringement of any law by any of his workers, supplier shall be under obligation to change the worker immediately on the instruction of the University authorities.
- 8 All necessary requirements under the labour Act, EPF Act etc. for the performance of the contract if required will have to be arranged by the supplier. The University in no way will be responsible for any violation of these acts in case the supplier has the required certificate, under the provision of said Acts he may enclose the copy of the same with the Contract.
- 9 **PERIOD OF CONTRACT:-**  
The contract will be valid for a period of 3 (Three) years from the date of expiry of Warranty Period. The University will forfeit the security deposit in the event of abandonment of contract by the supplier.
10. **PLACE**  
The place of maintenance of the equipments will be the installation site at the University. In the event of any major break down when repair cannot be carried out at the University, the defect will be got rectified at any service center as the supplier may think proper after approval of the University but the dismantling, packing, forwarding, transportation and insurance charges etc, if any, would be borne by the supplier.
11. **SECURITY DEPOSIT:-**  
3% of the contract value of CAMC shall be submitted by the supplier as Security Deposit in the form of Bank Guarantee/FDR of any nationalized bank in favour of the Registrar, Delhi Pharmaceutical Sciences and Research University, New Delhi, valid for a period of 38 months, at least one month prior to the date of expiry of warranty period. The University shall be entitled to claim/adjust any due amount from the said security deposit on or before completion of contract period.
12. **PAYMENT**  
12.1. The payment will be made on yearly basis, subject to satisfactory performance during

the period.

- 12.2. No claim for any price escalation during contract shall be entertained.
- 12.3. The supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until the completion of contract.

### **13. SCOPE OF WORK**

- 13.1. The repair/reconditioning of spares shall be allowed in exceptional circumstances after approval from the Registrar.
- 13.2. The equipments covered under the contract shall be repaired and rectified on site as and when the same is out of order. The cost of the original spares required for maintenance of equipment shall be borne by the supplier.
- 13.3. The supplier will ensure 4 (four) Nos. of preventive maintenance services of all the equipment and accessories as per the schedule and all breakdown calls. In case schedule for any of the equipment is not available, the maintenance work will be carried out as per the instructions of the Lab-in-charge/Supervisor concerned of the department.
- 13.4. The supplier will attend all type of minor or major breakdown immediately.
- 13.5. The service engineer of the supplier shall be required to enter each and every repair done in the logbook duly counter signed by In-charge Supervisor concerned of Department.
- 13.6. The routine maintenance shall be carried out in the day shift in presence of Lab-In-charge of Department and shall be recorded in the logbook.
- 13.7. Separate logbook for each equipment shall be maintained. The logbooks shall be put up to the Lab-In-charge/Supervisor concerned of the Department.
- 13.8. The supplier shall have to arrange at site all the necessary tools, measuring devices, etc. necessary for the repair of the equipments. Also he will maintain the necessary spare-parts/consumables required for maintenance/repair.
- 13.9. The cost of all spares related to equipment and accessories will be borne by supplier.
- 13.10. This contract covers all consumables, accessories etc.
- 13.11. If spare part is required to be imported, such imports shall be the responsibility of supplier.

### **14. DOWN TIME**

In- house service engineers from the Principal company/ or authorized agents should be available in India on one- day notice basis in case of emergency. The downtime for minor issues should not be more than two days (48 hours) and for major issues like import of spares etc. the downtime should not be more than 15 working days. Complaint points should be given and highlighted in the company catalogue with page number.

15. The supplier will have to keep in stock regular spare-parts/consumables so as to replace immediately for the purpose of repair. The supplier shall place it back after repairs. Old worn out spare parts will be property of contractor

### **16. PENALTY.**

- 16.1. Any equipment remaining unattended beyond 24 hours or out of order beyond 5 days from receipt of complaint; then AMC period for unit will be extended to twice time that of breakdown period and a suitable penalty on per day basis will be imposed & deductions will be affected from the next due payment.
- 16.2. Four Nos. of Preventive Maintenance Services (PMS) per year will be provided on quarterly basis i.e. One every 90 days. If there is delay in providing PMS, the AMC period will be extended with same period that occurred to provide PMS, so that PMS schedule is maintained as per AMC.
- 16.3. If the system failure occurs due to electrical or any other fault from DPSRU, the penalty shall not be levied.

### **17. STAMP DUTY:-**

Stamp duty leviable on agreement to be executed between the University and Contractor/Vendor shall be borne by the supplier.

NOTE: ANY CORRIGENDUM/ADDENDUM, IF ANY WILL BE PUBLISHED ON DELHI GOVT.E-PROCUREMENT WEB-SITE ONLY

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IMPORTANT NOTE:

- The Bidders may quote substitute alternative standards, Brand names in its Bid for any item, provided that, it demonstrates equal or better to the specifications of Bidding Document. However, if bidder quotes alternate Make/Brand for any Equipment/Machine, then shall make own arrangement to demonstrate the Equipments/machines to the Technical Expert Committee of this Institute up to ..... for approval of committee
- Do not mention best quality / good quality / superior quality etc. but give make / brand of the item quoted.

S. NO.	NAME OF THE ITEM WITH SPECIFICATIONS
1	<p><b>LYOPHILIZER</b></p> <ol style="list-style-type: none"> <li>1. It should have an overall condenser capacity of 8-9 liters.</li> <li>2. Condenser and cooling coil should be Made of Stainless Steel 316 with Condensing speed should of 5 Liters in 24 hour</li> <li>3. Must be controller-based system with touch screen.</li> <li>4. The collector chamber should have collector temperature reaching up to –(minus) 55°C.</li> <li>5. Instrument should be installed at university in running condition with all necessary accessories. Required training should be given to students and faculty members.</li> <li>6. Real time display of collector temperature, vacuum level.</li> <li>7. Settings include time, temperature (°C or °F) and vacuum (mBar, Torr or Pa) should be included.</li> <li>8. It should have a Rotary vane vacuum pump with oil mist eliminator.</li> <li>9. Security lock system and maintenance alert regarding vacuum pump and refrigeration should be provided.</li> <li>10. It should display data in table or graph format with provision of use of removable storage (memory Card/Flash Drive) to enable quick transfer of data.</li> <li>11. Suitable voltage stabilizer should be provided.</li> <li>12. Warranty: 12 months.</li> <li>13. Instrument should be installed in Institute premise in working condition with all required accessories.</li> <li>14. <b><u>Following Essential accessories should be provided along with equipment:</u></b> <ul style="list-style-type: none"> <li>• Instrument should be supplied with 8 port manifold and chamber along with required no. of flask, tubes and vials.</li> <li>• Vacuum pump and all other necessary accessories should be supplied along with the instrument with all connections.</li> </ul> </li> </ol>

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The Registrar,  
Delhi Pharmaceutical Science & Research University  
Pushp Vihar, Sector-3,  
New Delhi-110 017.

Sir,

Having examined the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply in conformity with the said Bid documents in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods within the delivery period of Twelve Weeks, as specified in the Bid document.

If our Bid is accepted, we will submit the Performance Guarantee for an amount equal to 3% of the contract value.

We agreed to all Terms and conditions of **this Bid valid for a period of 180 days from the last date of submission of bids** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988", if we find in Bid pooling or against law against fraud and corruption my / our firm may be black listed.

Further we certify that our organization is not blacklisted by any Govt. Department.

Dated \_\_\_\_\_

(Signature)  
SEAL

**Bid Security Declaration Form**  
**(On Company's Letterhead)**

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To,

Registrar,  
Delhi Pharmaceutical Sciences and Research University  
Sector 3, Pushp vihar,  
New Delhi 110017

I / We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid

**Security Declaration.**

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **three** years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid; or
- having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature

Name:

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated:

Corporate Seal

CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ between (Name of Purchaser & address) (hereinafter “the Purchaser”) of the one part and (Name of Supplier & address) (hereinafter “the Supplier”) of the other part

WHEREAS the purchaser is desirous that certain Goods and ancillary Services should be provided by the Supplier, viz, (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those Goods and Services in the sum of (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

**2.** The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Bid Form and the Price Schedule submitted by the Bidder:
- (b) The Schedule of Requirements;

- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Purchaser's Notification of Award.

In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
Said \_\_\_\_\_ (For the Purchaser)

In the presence of: \_\_\_\_\_

Signed, Sealed and Delivered by the  
Said \_\_\_\_\_ (For the Supplier)

In the presence of \_\_\_\_\_



**Delhi Pharmaceutical Sciences and Research University**  
(Established Under Act 07 of 2008, Govt. of NCT of Delhi)

The 1<sup>st</sup> Pharmacy University of India

Mehrauli–Badarpur Road, PushpVihar Sector–3, New Delhi–110 017, INDIA

**Phone: 29553487, Fax: 91-11-29554503**

Website: [www. http://dpsru.edu.in](http://dpsru.edu.in) (GSTIN: 07AAAGD0279H1ZM)

The following documents must submit along with technical bid otherwise the bid will be treated as non-responsive

Sr. No.	Particulars of the Documents	Page No/s
1.	Bid Security Declaration	
2.	Proof of GST Registration No and GST Return copy of fourth quarter (January to March) for last three financial years from the last date of submission of tender	
3.	Proof of PAN No	
4.	Brochure/Leaflets/Technical Information, including Make & Model, Imported/ Indian of the item(s)	
5.	Technical specifications, terms and conditions, warranty period and delivery period etc. to be submitted on firm's letter head	
6.	Authorization Certificate from Original Equipment Manufacturer (OEM) or their Distributor to quote/sell the product, in case the Bidder is not the OEM	
7.	The bidder must submit an undertaking in firm letter pad that it has not been blacklisted by any firm as per Annexure-II	
8.	Purchase Order (3 POs of 80% each or 5 POs of 60% each of estimated cost of items) of any Govt. Institution/ organization/PSU in the name of bidder of last three financial years must be submitted along with technical bid	
9.	The proof of average financial Turnover of <b>Rs. 6.00 Lakhs</b> during the last 3 financial years from the date of tender must upload by the bidder in the form VAT paid acknowledgment or any other relevant document duly signed by the concerned Government officer indicating the annual turnover therein or Balance Sheet duly signed by Chartered Accountant or any other relevant document showing turnover duly signed by Chartered Accountant	



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## PRICE BID

S. No	Name of the Equipment	Qty. in Units	Unit price (in Rs.)	GST %	Total unit Price (in Rs.)
1	Lyophilizer	01 No.			
2.	Charges of Comprehensive Annual Maintenance Contract (CAMC) beyond Warranty Period (rates to be quoted on yearly basis).	3 years			

Signature of the Authorized  
Signatory with Date

DIIF/BIRAC/Lab  
Equip./Proc./01