



**சென்னைப் பல்கலைக்கழகம்**  
**UNIVERSITY OF MADRAS**  
*(Established under the Act of Incorporation XXVII of 1857 –  
 Madras University Act 1923) (State University)*  
**Centenary Buildings, Chepauk, Chennai 600 005, Tamil Nadu, India**  
 Grams: UNIVERSITY, Madras / Phone : 25368778 / Telex : 41-6376 UNOM IN

**LIMITED TENDER DOCUMENT**

**TERMS AND GENERAL CONDITIONS TOGETHER WITH  
 SPECIFICATIONS/CONFIGURATIONS TO BE ABIDED BY THE TENDERERS :**

**01. INTRODUCTION:**

The Tender is given in accordance with the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000 & 2012 as amended from time to time.

<b>A.</b>	<b>Tender Ref. No.RSP PURCHASE/Ultra Low Freez/BOTANY/LT-Tender/2021/216A</b>	<b>Dated: 7<sup>th</sup> Sep. 2021</b>
<b>B.</b>	Designation and Address of the Tender Inviting Authority	<b>The REGISTRAR, University of Madras,</b> Centenary Building, Chepauk, Chennai – 600 005.
<b>C.</b>	Nature of work to be carried out as per specifications/Configurations furnished in <b>ANNEXURE - I</b>	Tender for the supply of <b>“Ultra Low Freezer (-80°C)”</b>
<b>D.</b>	Supply/work to be carried out at	CAS in Botany, University of Madras, Guindy Campus, Chennai-600 025
<b>E.</b>	<b>Total Value of the Equipment</b>	<b>Rs.3,70,000/- approximately as detailed below :</b>
<b>F.</b>	Earnest Money Deposit (EMD) (1% from the total value) as detailed above to be paid	<b>Rs.3,700/-</b> by way of Demand Drafts drawn in favour of <b>“The Registrar, University of Madras”</b> payable at Chennai and enclosed in the Sealed Technical Bid Cover. <b>[THIS AMOUNT SHOULD NOT EXCEED OR LESSER THAN THE PRESCRIBED AMOUNT AND IT IS FOUND &amp; DD to be taken in nationalized Bank only]</b>
<b>G.</b>	<b>Tender Document</b> (Terms & General Conditions together with Specifications/Configurations and Technical Bid / Commercial Bid) <b>available at:</b> <b>[Submission : By way of TWO-COVER SYSTEM as detailed in Sl.No.6 &amp;7]</b>	Availability of Document in the Website <a href="http://www.unom.ac.in">www.unom.ac.in</a> From <b>7<sup>th</sup> Sep. 2021</b> to <b>22<sup>nd</sup> Sep. 2021</b>
<b>H.</b>	Last date & time for Submission of Tender	<b>23<sup>rd</sup> Sep. 2021 Till 2-00 P.M. at</b> The Registrar’s Secretariat, UNOM, Chepauk, Chennai-5
<b>I.</b>	Date, Time & Venue of Opening of Tender	<b>23<sup>rd</sup> Sep. 2021 at 3-00 P.M. at</b> The Registrar’s Secretariat, UNOM, Chepauk, Chennai-5
<b>J</b>	Contact Section for clarification	RSP Purchase Section, University of Madras, Centenary Building, Chepauk, Ch – 600 005 - Phone: 044 - 2539 9485

**02. GENERAL INSTRUCTIONS:**

The Tender Inviting Authority reserves the right to cancel in full / part of the tender of any item or to make any changes/additions in the Terms and Conditions / Agreement of Contract without consultation with the Firm / Tenderer / Supplier without assigning any reason therefor at any time. Any reasons for not complying the contract furnished by the tenderer shall not be entertained and any failure will be construed as breach of contract and the name of the company will be recommended for listing them under “Blacklisted”. The Tenderer should not have been blacklisted or debarred by any of the Organizations for their deficiency of service in complying the orders entrusted to them (Declaration to this effect is to be furnished). The Tenderer shall bear all costs associated with the preparation and submission of this Tender. The Tender Inviting Authority may amend the tender wherever it is felt that such an amendment is absolutely necessary. The Tender shall remain valid for period of not less than ninety days after the due date for bid submission. A tender valid for a shorter period shall be rejected by the Employer as non-responsive. Tenders with

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conditions are liable for rejection. Any amendment to the tender will be uploaded on the website – [www.unom.ac.in](http://www.unom.ac.in).

It is the responsibility of the tenderer to verify the amendments, if any. Additional terms and conditions will be incorporated in the Purchase/Supply/Work order, if needed, to safeguard the interests of the University. The Tender document is not transferable under any circumstances. **Tender documents should be downloaded through website [www.unom.ac.in](http://www.unom.ac.in) ONLY. The Tenderer shall put their signature and affix Company Seal on all pages of this Tender Document and Annexure – I Specifications / Configurations without fail and submit the same along with the Annexure- II Technical Bid duly filled-in and signed by the Tenderer through Sealed Cover-1-after taking a photo copy for the purpose of Tenderer's reference.**

Tenders are request to inspect the site where air conditioners are to be installed and the existing air conditioners to be taken up by the contractor under buy back scheme before tendering.

### **03. ELIGIBILITY CRITERIA :**

The bidders must fulfill the following Eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The University will consider the Commercial Bid of the vendors who qualify in the Technical bid. For those vendors who are not qualified in the Technical Bid, the Commercial bid will not be considered for opening.

- 1.1.** The Bidder should have experience at least **1/ 2 / 3/years [subject to no. of Years by Principal Investigator / HOD]** in the field of manufacturing/supplying of **above said equipment** as on previous financial year and should furnish the work orders for having supplied and installed of similar nature of same obtained from the reputed concerns most preferably from Government Department / Institutions / University / Govt. Undertaking / Organizations (Copy of the work orders received from the Clients for **1 / 2 / 3 years of previous financial year** should be enclosed).
- 1.2.** The annual turnover of the bidder during the previous three financial years **shall not be less than the cost of the Equipment** (Attach certificate from the Chartered Accountant along with the audited balance sheet including Profit & Loss statement for the last financial years).
- 1.3.** The Bidder should have supplied and commissioned at least one no of **above said equipment** as per the technical specifications prescribed in the tender or similar equipment to any one of the Govt. Departments/ Universities / Institutions /Private organizations as on **previous financial year**, during the **previous years [1 / 2/ 3]** (*Client certificate is to be furnished. The tender will not be considered without the client certificate. The client certificate should indicate the specifications of the system supplied, period of work carried out and the value of the work executed*)
- 1.4.** The Bidder should have to furnish Manufacturers Authorisation Form (MAF) from the principal manufacturer of OEM for the proposed **Equipment** who has supplied in India over the past three years. **(Original MAF should be enclosed).**

### **04. EARNEST MONEY DEPOSIT (EMD) :**

The Tenderer should submit the prescribed EMD amount of **Rs.3,700/- [Rupees Three Thousand Seven Hundred Only]** by way of Demand Draft along with the Technical Bid Sealed Cover ONLY. After opening of Technical Bid Sealed Cover, any Tender without the Demand Draft towards EMD shall be considered as NON-RESPONSIVE and shall be **SUMMARILY REJECTED** without any communication. Only on receipt of the Security Deposit from the successful tenderer/s and after execution of the Agreement

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of the said contract, the EMD will be returned to the unsuccessful tenderer/s within a reasonable period. **No interest will be paid on the EMD.** Earnest Money Deposit of the successful Tenderer/s will be returned only after successful completion of the end of the prescribed Warranty period of the ordered/supplied Non-consumable items OR after successful 100% utilization of the ordered/supplied Consumable items without any complaints as per purchase/supply/work order, subject to the satisfaction of the University.

As per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000, the Small Scale Industrial (SSI) Units registered with Tamil Nadu Small Industries Development Corporation (SIDCO) or National Small Industries Corporation (NSIC) in respect of those items for which the Registration Certificate has been obtained in respect of tenders called for by Government Departments, State Owned Public Sector Undertakings, Statutory Boards, Local Bodies and Co-operatives are granted exemption from the payment of Earnest Money Deposit.

**05. QUOTING RATE:**

- a. The Tenderer should quote the **RATE** in the Annexure-III Commercial Bid for the supply/work to be carried out as per specifications / configurations with due endorsement of the Tenderer (i.e. Name/Signature/Address of the Tenderer). The Rate includes (exemption from excise duty and custom duty) surcharge, clearing and forwarding charges, freight, octroi, insurance for delivery, delivering upto the point of installation and commissioning of the equipment and such other levies, if applicable.
- b. The rate should be quoted for the item/s with specifications/configurations, if applicable and should be indicated clearly both in words and figures. Any scoring or overwriting should be attested by the Tenderer with full signature. The rate quoted should be firm and should not be subject to any variation clauses.
- c. The rates quoted shall be kept firm for 120 days from the date of opening of the Tenders for acceptance.
- d. The University shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government after allotment / issue of work order / at the time of supply.
- e. If the item is quoted by the foreign company equivalent Indian value should be quoted in the Commercial bid {Annexure III}.

**06. TWO-COVER SYSTEM / SUPERScription :**

“Two-Cover System” means a procedure under which the tenderers are required to submit the tenders simultaneously in two separate sealed covers i.e. Sealed Cover-1- Technical Bid & Sealed Cover-2-Commercial Bid in the following manner :

**“SEALED COVER-1 – TECHNICAL BID** and shall be superscribed as TENDER FOR THE SUPPLY OF -----” and it should contain the following enclosures **as per the sequence indicated below:**

a.	The Demand Draft towards Earnest Money Deposit (EMD) as detailed above should be attached first on the top of Tender Document
b.	Tender Document as prescribed in the order of pages together with ANNEXURE - I Specifications / Configurations should be submitted with Tenderer’s Signature and Company Seal in each and every page
c.	ANNEXURE-II Technical Bid should be duly filled-in and submitted with Tenderer’s Signature and Company Seal.
d.	Copies of proof of evidence (capability to undertake the tender) as sought in the Technical Bid should be attached in the order of Sl.No. wise and it should be numbered page-wise
e.	Specimen copy if any, as per the Specifications / Configurations prescribed in the ANNEXURE - I shall be attached at the end

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**“SEALED COVER-2 – COMMERCIAL BID** and shall be superscribed as TENDER FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF -----  
-----” and it should contain the Price Quotation as per the format given in ANNEXURE-II Commercial Bid. The Tenderer should quote the Rate along with his Signature and Company Seal. The tenderer shall not enclose any other document or statement that will influence the price. In such an event, the Tender inviting authority shall summarily reject the tender.

**OUTER BIG SIZE SEALED COVER-3** shall contain SEALED COVER-1 and SEALED COVER-2 and shall be superscribed as “TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF -----”

**Tender submitted without following the procedure as mentioned above shall be summarily rejected.**

**07. MODE OF SUBMISSION OF SEALED COVERS :**

A OUTER BIG SIZE SEALED COVER-3 after superscribed as “TENDER FOR SUPPLY OF -----” should reach the Registrar, University of Madras, Centenary Building, Chepauk, Chennai-600 005, on or before the last date and time as given in the Tender Notification, by Registered Post with Acknowledgement due or in person. The Tender inviting authority shall not be responsible for any postal delay in receipt of the tender. Delayed / Late Bids shall not be accepted under any circumstances. **The Technical Bid Cover; Commercial Bid Cover and the Outer Big Size Cover should bear the Round Seal or facsimile of the Tenderer / Wax Seal properly fixed on all the opening sides/places of the cover in addition to the affixing of the Tenderer’s from address stamp, pending which the bids will not be opened and summarily rejected.**

**08. DUE DATE FOR SUBMISSION OF TENDER :**

The Tender can be submitted on all working days up to the prescribed closing date and time. In the event of the closing date is being declared as a holiday, the tenders can be submitted up to the fixed time on the following next working day. The Tender inviting authority will not be held responsible for any delay in the receipt of the Bank Draft or any delay in the receipt of the documents by the Tenderer including loss of the documents in transit or delay in obtaining any document / certificate or on any other account. No extension of the date and time for the submission of the document will be given for any such delay. The Tender inviting authority may extend the due date for submission of tender by issuing an amendment in which case all the rights and obligations of the Tender Inviting Authority and the Tenderers previously subject to the original due date for submission will then be subject to the new date for submission. Any Tender received after the due date and time will not be considered and will be returned to the Tenderer and no communication in this regard shall be entertained.

**09. ACCEPTANCE AND WITHDRAWALS:**

The final acceptance of the tender is entirely vested with the University of Madras which reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. There is no obligation on the part of the University to communicate with rejected Tenderers. After acceptance of the tender by the University, the Tenderer shall have no right to withdraw his Tender of claim higher price. The Tenders with incomplete information will be summarily rejected.

**10. OPENING OF TENDERS :**

The OUTER BIG SIZE SEALED COVER-3 of the tender concerned received within the stipulated time & date will be opened first by the Registrar, or any other Officer / Committee authorized by him on his behalf on the opening date and time in the

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presence of those Tenderers or their representatives with bonafide certificate who may be present at the time of opening. Immediately, the “SEALED COVER-1 – Technical Bid” which is found in the OUTER BIG SIZE SEALED COVER-3 of the Tenderer concerned, will also be opened and the names of tenderers who have enclosed the EMD will ONLY be read out. The Sealed Cover-2 – Commercial Bid of the Tenderers those who technically qualified alone will be called for to participate in the meeting of the Commercial Bid opening and the meeting date with time and Venue will be intimated. The tenderers who desire to participate may be present at that occasion. The rate quoted in the tender by the Tenderer will remain unchanged till the finalization of the contract. Any subsequent change of rate after opening of tender shall not be entertained.

**11. AWARD OF THE TENDER:**

The award of the Tender shall be made strictly in accordance with the “Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000” and no deviation will be made. Notwithstanding anything that is said herein, the Tender Accepting Authority reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of tender, without thereby incurring any liability to the affected tenderer/s on the grounds for the tender accepting authority’s action. The successful Tenderer will be intimated by the Tender Accepting Authority in a usual manner.

**12. SECURITY DEPOSIT:**

- a. The successful Tenderer shall be required to remit 5% of the total value of the purchase towards Security Deposit (covered for the Warranty period) within TEN days from the date of receipt of Communication regarding acceptance/approval of the Tender in the form of Demand Draft drawn in favour of “The Registrar, University of Madras, payable at Chennai”. On receipt of the above and execution of the agreement in a Rs.100/- Non-judicial Stamp Paper between The Registrar, University of Madras and the successful Tenderer, the Purchase/Supply/Work order will be released.
- b. In the case of successful Tenderer, the **Earnest Money Deposit already remitted shall not be adjusted towards Security Deposit** to be remitted by the Tenderer. If the successful Tenderer fails to remit the Security Deposit within the prescribed period, the Earnest Money Deposit remitted by him will be forfeited to the University of Madras and his tender will be held void and the Tender accepting authority shall continue the process with other responsive tenderers as per the Tamil Nadu Transparency in Tenders Act 1998 and Rules 2000. The tender inviting authority also reserves the right to take any other action as deemed necessary against such tenderer. No interest will be paid on the Security Deposit.
- c. The Security Deposit remitted by the Tenderer in respect of the Tender concerned will not be returned to the Tenderer till the successful completion of the end of the prescribed **warranty period** of the ordered/supplied Non-consumable items **OR** after successful 100% utilization of the ordered/supplied Consumable items without any complaints as per purchase/supply/work order, subject to the satisfaction of the University.
- d. If the successful Tenderer fails to act according to the Tender conditions or back out when his Tender is accepted, his Security Deposit mentioned above will be forfeited to the University.

**13. AGREEMENT:**

The successful tenderer should **submit Rs.100/- Non-judicial Stamp Paper and the Security Deposit within TEN Days from the date of acceptance of the tender**, for fulfilment of the contract for executing the Agreement between the Registrar,

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University of Madras and the Successful Tenderer. The agreement should be executed before getting the Purchase/Supply/Work Order from the University.

The expenses incidental to the execution of agreement shall be borne by the successful Tenderer. The Terms and conditions etc. stipulated in the Tender Document / Agreement / Work order should be strictly adhered to and violation of any of them will entail termination of the contract without prejudice to the rights of the University and any consequential loss shall be recovered from the successful Tenderer.

**14. TIME AND SUPPLY:**

The successful Tenderer should supply the Equipment as per the specifications / configurations mentioned in the Annexure-II (Technical Bid) of the Tender Document and also according to the supply / installation schedule as specified in the Tender Document/Agreement of Contract/Printing order/Work order. This should be adhered strictly. The Quantity given in the Commercial Bid is approximate and it may likely to vary. If any defects are found in the supply, the same will have to be rectified or replaced free of cost by the successful tenderer. If the supply of the items are not given effect before the specified period, the University shall have the authority to cancel the order and to take any such action which will be deemed fit in the circumstances. In case of failure by the successful tenderer to deliver the items demanded from them within the period specified for delivery or in case of items being delivered without a correct invoice in duplicate, the Registrar or anyone duly authorized by him shall have power to reject any such items delivered or not delivered unless the supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Tenderer over and above the value of the contract together with all charges and expenses attending the purchase shall be recoverable by the University from the Supplier/Tenderer. The University reserves the right to repudiate the contract and entrust the work to any other third party/agency in the event of any breach of terms and conditions of Tender Document / Agreement of contract committed by the Tenderer or failure to perform to contract in part or whole or by any neglect of instructions of the University by the Tenderer and any additional expenditure that may be incurred by the above process shall be recovered from the Tenderer apart from claiming any damages or any loss to the University, besides forfeiture of EMD/Security Deposit in full. The Tenderer should deliver the items only at the specified premises of the University of Madras **within THIRTY days from the award of contract.**

(i) **SUPPLY AND INSTALLATION OF EQUIPMENT:**

- a. The supply and installation of **equipment** should be made strictly in accordance with the specifications given in the Tender document and should successfully fulfill the tests carried out by the University. The supply and installation should be as per the delivery schedule to be sent by the University along with the placement of firm orders. The successful Tenderer should give warranty for a period of **three-years** for the **equipment** installed, against breakage or breakdowns due to manufacturing defects. The warranty period takes effect from the date of handing over of the Equipment to the University. The Tenderer shall be liable to make good the loss by replacing the above **equipment** found defective during the warranty period. The above **equipment** hardware should be installed in the premises of the University at the cost and risk of the Tenderer.
- b. The material or goods are to be warranty for a period of three-years after installation and commissioning against manufacturing defect and bad

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workmanship. The warranty period specified, will commence from the date of handing over the above said **equipment** after running and carrying out successfully the tests prescribed by the University to its satisfaction.

- c. Documents such as operation manuals, user manuals and circuit diagrams and other relevant materials shall be provided by the Tenderer along with **equipment**, free of cost.
- d. If the supply, installation and commissioning of the above said **equipment** are not effected before the specified period from the date of purchase order, the University shall have the authority to cancel the order and to take any such action which will be deemed fit in the circumstances
- e. If any manufacturing or other technical defects are found within the specified months from the date of installation, commissioning and handing over the **equipment** to the University Authorities, the same will have to be rectified or replaced free of cost by the supplier.
- f. Training in the operations of the above said **equipment** to be procured has to be given atleast for 5 persons of the University of Madras at free of cost.
- g. During the warranty period, if due to manufacturing and other technical defects of the above said **equipment** supplied, the above said **equipment** is down and if it is not restored in working condition within 24 hours, the supplier shall be liable for a penalty of one percent per week during breakdown period on the total contract price.
- h. The warranty will cover all the materials and goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by the supplier or not.
- i. In case of failure by the Tenderer to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials being delivered without a correct invoice in duplicate, the Registrar or anyone duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Tenderer over the contract price together with all charges and expenses attending the purchase shall be recoverable by the University from the supplier.
- j. The successful Tenderer shall supply licensed versions of the **equipment**. The University will not be held responsible for any consequences arising of patent right problems.

(ii) **POST WARRANTY:**

- a. The life cycle for normal performance of **the equipment** is three years. The post warranty Annual Maintenance Charges (AMC) is applicable for the remaining period of the life cycle after the satisfactory completion of the warranty period offered by the vendor.

The AMC payable from the date of completion of warranty in advance against invoices/bill to be preferred by the vendor. The vendor agrees to provide comprehensive maintenance of the above said **equipment**, which shall include preventive maintenance and corrective maintenance at the location specified by the University. The maintenance shall also include replacement of all parts of above said **equipment**. The above said **equipment** which is down should be restored in good working condition within 48 hours. Otherwise the supplier shall be liable for a penalty of 1% per week of the breakdown period

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on the total price of the system. The Department reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.

**15. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD) :**

**The EMD is liable to be forfeited,**

- (a) **if** the tenderer who withdraw his tender at any stage after the last date and time fixed for the submission of tender.
- (b) **if** the tenderer on becoming successful, fails to furnish the required Security Deposit or Sign the Agreement, within the stipulated time limit.
- (c) **if** the successful Tenderer fails to abide by the tender conditions or withdraws after his tender has been accepted.
- (d) **if** the successful Tenderer shall assign or make over the contract, the benefit of burden thereof to any other person or persons or body corporate.
- (e) **if** the successful Tenderer shall underlet or sublet to any person(s) or body corporate for executing the contract or any part thereof.

**16. PENALTY FOR NON-FULFILMENT OF CONDITIONS:**

The Supplier shall agree that the **penalty at 1%** of the Purchase/Supply/Work order shall be imposed by the Purchaser if necessary, **for each week of delay** in delivery with reference to the delivery period given if the supplier fails to deliver the same within the specified period mentioned in the Purchase/Supply/Work order to **maximum extent of 10%** subject to force majeure conditions. Besides, such performance may entail black listing of the supplier. The supplier shall also agree that in the event of non fulfilment or non-observance of any of the conditions stipulated in the Tender conditions, the Supplier shall pay as penalty an amount equivalent to **10% of the total value of contract** or an amount equal to the actual loss incurred by the purchaser. This provision applies up to the end of the life cycle of the equipments (i.e.) even during the post warranty period.

**17. CONTRACT / WARRANTY PERIOD :**

The Contract period shall be **30days** from the date of issue of Work order. The warranty period shall be 3 years after installation and commissioning of the **equipment** and handing over the Equipment to the University.

**18. TENDER EVALUATION:**

The Tender Inviting Authority shall have the power to constitute Tender Scrutiny Committee for evaluation of Tender as per Tender document and it shall furnish the evaluation report as per tender specifications/configurations contained in the tender conditions.

**19. PAYMENT:**

- A. No payment shall be made in advance** for the procured items in general. Advance Payment shall be made in the case of goods, commodities, apparatuses etc., are procured through imports requiring opening of Letter of Credit. However, the decision of the University authorities shall be the final.
- B. 90% of the total value of the Contract against Bill/Invoice shall be released only after completion of the contract work or supply as per purchase/supply/work order and fulfilling the Tender specifications/configurations based on the (1) Report of the appropriate Committee constituted by the authorities of the University; or (2) Test Reports of the Govt. approved firms; or (3) Report of the Expert/Personnel concerned.** Payment shall be made directly to the supplier only by way of Account Payee Cheque

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after making proper stock entries / verification / good certification / approval of the authorities concerned / deducting 2% Income Tax.

- C. The Balance 10% of the total value of the purchase shall be retained as performance guarantee which shall be released **after successful completion of (a) 100% usage in the case of Consumable items and (b) WARRANTY Period in the case of other than Consumable items.** Alternatively, if the supplier gives irrevocable Bank guarantee in lieu of the balance 10% of the Retention Amount during the warranty period, the University shall reserve the Rights to accept or reject the same.
- D. **Percentage of payment to be withheld for the effective performance of the contract, provided that withheld amounts do not exceed 10% of the total value of purchase for the supply of items i.e. Hardware / Software / Material / Equipment, etc.”**

**20. DISPUTES AND JURISDICTION:**

In case of any dispute arising out of any breach of contract pertaining to this tender, the matter will be referred to an Arbitrator under Arbitration and Conciliation Act 1996” The arbitration shall be held in the City of Chennai only and the court at Chennai only shall have jurisdiction in relation thereto.

<b>DECLARATION FOR UNDERTAKING THE TENDER</b>	
<b>Having gone through / examined carefully the Terms and Conditions with Specifications/Configurations of the Tender Document, I/We hereby undertake to provide the items described in the tender schedules as per the Specifications/Configurations prescribed and at the NET Rates entered in the attached schedule or at the Rates to be approved by the University after negotiation.</b>	
<b>I/We do hereby undertake to deliver the item/s within the time specified by the authorities of the University.</b>	
<b>OFFICE SEAL WITH DATE</b>	<b>SIGNATURE OF THE TENDERER NAME DESIGNATION</b>

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**ANNEXURE - I  
SPECIFICATIONS / CONFIGURATIONS  
TO BE ABIDED STRICTLY BY THE TENDERERS**

**TENDER FOR THE SUPPLY AND INSTALLATION OF**

<b>Sl.No.</b>	<b>Name of ITEM</b>	<b>Specifications / Configurations</b>
<b>01</b>	<b>“Ultra Low Freezer (-80°C)”</b>	<b>Enclosed – Annexure – I</b>

**DECLARATION FOR UNDERTAKING THE TENDER**

**I/We have gone through carefully the Terms and Conditions together with the Specifications / Configurations as given in the ANNEXURE-I of the Tender Document. The Terms and General Conditions together with Specifications / Configurations to be abided by the Tenderers are acceptable to us. Based on the prescribed Specifications / Configurations, I/We hereby undertake to supply the items within the time schedule.**

**OFFICE SEAL  
WITH DATE**

**SIGNATURE OF THE TENDERER**

**NAME**

**DESIGNATION**

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**Technical Specifications for "Ultra low freezer (-80°C)"** - with the following requirements and specifications to be purchased for TANSCHÉ Project at CAS in Botany, University of Madras, Guindy Campus, Chennai - 600 025.

**CONTROL SYSTEM: (Microprocessor Based)**

- **Controller** - Microprocessor based temperature control system.
- **Display** - Digital LED display of set and process temperature.
- **Alarms** - Audio-visual alarms for High/Low temperature.
- Accurate temperature measurement.

**REFRIGERATION: (Non-CFC, Non-HCFC)**

- **Compressors** - Heavy-duty compressor.
- **Refrigerant** - Non-CFC, eco-friendly refrigerant.
- **Condenser** - Air-cooled condensation system.

**DESIGN**

- **Capacity: 100 litres**
- **Interior** - Inner tank made of stainless steel AISI 304 grade.
- **Shelves/ Trays** - Four compartments using stainless steel shelves.
- **Sub-doors** - Individual sub-doors for each compartment.
- **Insulation** - Non-CFC, high density.
- **Main Door** - main door with lock.

**OTHER FEATURES**

- **Safety** - Refrigeration system with over-load protector.
- **Calibration** - Temperature calibration.
- **Stabilizer** - Automatic voltage stabilizer with time delay restart.
- **Warranty** - Five year warranty on the equipment against manufacturing defects.

*N. Mathivanan*  
23/8/2014

Prof. N. Mathivanan

**Prof. N. MATHIVANAN**  
Director

Centre for Advanced Studies in Botany  
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Dr. N. Godhantaraman

*N. Godhantaraman*  
Dr. N. GODHANTARAMAN, Ph.D.,

Deputy Director  
UGC - HUMAN RESOURCE DEVELOPMENT CENTRE (HRDC)  
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**ANNEXURE – II**  
**TECHNICAL BID [Limited Tender]**

Tender Schedule for the Supply & Installation of “Ultra Low Freezer (-80°C)” in the CAS in Botany, Guindy, University of Madras, Chennai.

**Profile of the Company and details of the Eligibility Criteria:**

The Tenderer should provide the following details.

1. Name of the Organization with Address			
2. Nature of the Organization (Govt. / Public / Private / Partnership / Proprietorship)			
3. The following anyone or all the Certificates to be enclosed for the period of <b>1 / 2 / 3 years (as the case may be):</b>			
a) A Proof for work order / Supply Order / to Govt./ Quasi-Govt./Semi-Govt./Public Sector Undertaking / Private / Govt. Higher Education Institution			
b) Annual Turnover of the bidder shall not be less than the cost of equipment during previous 1 / 2/ 3 financial years.			
c) Income Tax Certificate [IT Returns for 1 / 2/ 3 financial years]			
d) PAN No. / GST No.			
4. Is your Company an original manufacturer of the equipments and related items? If yes, state the specific items (equipments) you Manufacture			
5. should have to furnish Manufacturers Authorisation Form (MAF) from the principal manufacturer of OEM for the proposed Chemical Vapour Deposition equipment who has supplied in India over the past three years.	<b>(Original MAF should be enclosed).</b>		
6. Maintenance and service centre facilities in Chennai city / other areas and total number of Service Engineers available:			
7. What type of maintenance support does your company provide for the spares			
8. What are your conditions for up gradation of Equipment after the warranty period?			
9. In case of breakdown of the equipment, what will be the mean Downtime? And state whether standby systems will be provided			
10. State whether you will agree to supply the manuals Drivers for items supplied.			
11. EMD PAYMENT PARTICULARS [The DD should be enclosed in the Technical Bid only]			
i) Whether exemption claimed as per			
(a) MSME			
(a) Adhaar Udyog Certificate			
(a) Others			
(ii) If payment made by way of DD:			
<b>Sl. No</b>	<b>Name of the bank and Branch</b>	<b>DD no. and date</b>	<b>Amount (in Rs.)</b>

Signature:  
Name of the Firm

**SIGNATURE OF THE TENDERER WITH SEAL**

**ANNEXURE III****COMMERCIAL BID [Limited Tender]**

Supply & Installation of “**Ultra Low Freezer (-80°C)**” in the **CAS in Botany, Guindy**,  
University of Madras, Chennai,

<b>Sl. No.</b>	<b>Description of Equipment</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount Rs.</b>
01.	Supply, installation and commissioning of <b>the above said equipment</b> , as per the technical specification (as prescribed in the Tender Document)			
02	GST.....% of Rs.....			
	Grand Total			
03	Annual Maintenance Charges for 4 <sup>th</sup> year.....% of basic equipment cost of Rs.....	1 year		
04	Annual Maintenance Charges for 5 <sup>th</sup> year.....% of basic equipment cost of Rs.....	1 year		
05	Any-other details regarding the charges			

**[\*Note:-If the rates quoted other than Indian value, equivalent Indian value should be quoted]**

**SIGNATURE OF THE TENDERER WITH SEAL**

[To be executed at the time of entering into agreement before placing order. Each page of this agreement shall be signed by the bidder for acknowledging that the bidder has seen the terms and conditions of the agreement]

### AGREEMENT OF CONTRACT

This **AGREEMENT** made on the..... day of .....2019 between The Registrar, University of Madras, Centenary Building, Chepauk, Chennai – 600 005 (herein after called “the Buyer or the Purchaser or the Tender Inviting Authority”) of the one part and.....

(Name and address of “the Supplier”) (herein after called “the Bidder or the Contractor or the Firm or the Manufacturer or the Seller or the Supplier or the Tenderer”) of the other part.

**WHEREAS** the said Supplier has agreed with the Registrar, University of Madras for supply of required items to the University of Madras in conformity with the requirements and specifications / configurations.

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the following documents referred to, and they shall be deemed to form and be read and construed as part of this agreement :
  - a. The Purchase/Supply/Work order issued by the University based on the acceptance letter submitted by the successful Tenderer after price negotiation.
  - b. Tender Document (Terms and General Conditions together with Specifications / Configurations to be abided by the Tenderers).
  - c. Annexure -I Specifications / Configurations
  - d. Annexure-II Technical Bid
  - e. Annexure-III Commercial Bid
  - f. The Supplier’s Bid including enclosures, annexures, documents, etc.
  - g. Any other document listed in the Tender Document.
2. The Supplier agrees to undertake to supply the items as per the requirements as agreed to, in their Acceptance Letter Dated ..... at the rates quoted by him/them after negotiation. The prices are inclusive of all the taxes, duties and charges etc.
3. The supplier agrees that in the event of non-fulfilment or non-observance of any of the conditions stipulated for supply of required items to and at the appropriate premises of the University of Madras as mentioned in the Tender Document in conformity with the requirements and specifications / configurations, the Supplier shall pay as penalty an amount equivalent to 10% of the total value of contract or an amount equal to the actual loss incurred by the University.
4. Neither the Purchaser nor the Supplier shall be liable for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as
  - a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
  - b. Acts of any Government authority domestic or foreign including limited to declare or undeclared, priorities and quarantine restrictions.
5. Any notice to the Supplier shall be deemed to sufficiently served, if given or left in writing at their usual or last known place of abode or business.
6. The Warranty period shall be three years or as stipulated by the University authorities with effect from the date of completion of the supply/installation of other than

**SIGNATURE OF THE TENDERER WITH SEAL**

Consumable item/s – i.e. Hardwares / Softwares / Computers / Printers / Photo Copiers / Equipments, etc. **Annual maintenance contract shall be two years after completing warranty period.**

7. The items shall be supplied **within THIRTY days or as stipulated by the authorities from the date of issue of Supply/Work order.**
8. The Supplier shall agree that the **penalty at 1%** of the Purchase/Supply/Work order shall be imposed by the Purchaser if necessary, **for each week of delay** in delivery with reference to the delivery period given if the supplier fails to deliver the same within the specified period mentioned in the Purchase/Supply/Work order to **maximum extent of 10%**, subject to force majeure conditions. Besides, such performance may entail black listing of the supplier. The supplier shall also agree that in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Tender conditions, the Supplier shall pay as penalty an amount equivalent to **10% of the total value of contract** or an amount equal to the actual loss incurred by the purchaser.
9. **The University shall have the power to make any changes / any other additional conditions as and when found necessary in the Terms and Conditions / Agreement / Work Order without consultation with the Firm / Tenderer / Supplier.**
10. **The University also reserves the right to cancel the transaction and agreement, if and when it is found that the tenderer has failed to supply the items within the period as stipulated in the Agreement / Work Order or violates any of the terms and conditions stipulated in the “Tender Form”.**

For and on behalf of

PURCHASER

SUPPLIER

WITNESSES:

1.

2.

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**SIGNATURE OF THE TENDERER WITH SEAL**