

Dayalbagh Educational Institute
(DEEMED TO BE UNIVERSITY)
Dayalbagh, Agra

Notice Inviting Tenders

Advertised tender No: DEI-Sc-Botany-PKD-2018-19-TDR-22

Date: 04-01-2019

Sealed tenders are invited from the Manufacturers/ Suppliers/Authorized dealers/ agencies for the supply and installation of the following:-

S.No.	Item	Quantity
1	Portable Photosynthesis System with Accessories	1

The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 74,000/-** by way of demand drafts/banker's cheque/FDRs which is refundable and a non-refundable tender fee for an amount of **Rs. 200/- (Rupees two hundred only)** by Cash or Demand draft. The demand drafts shall be drawn in favour of "**Registrar, Dayalbagh Educational Institute, Agra**" payable at Agra. The demand drafts (validity 60 days beyond final bid) for earnest money deposit & tender fee must be enclosed in the envelope containing the bid documents addressed to:

"The Registrar
Dayalbagh Educational Institute,
Dayalbagh, Agra - 282005,
Uttar Pradesh"

Note: Central Purchase Organization, Small Scale Industries/ National Small Scale Industries Corporation shall be exempted from payment of Earnest Money Deposit. Tenderers seeking exemption should enclose a self attested photocopy of valid registration certificate with NSIC.

(The Earnest Money will be liable to be forfeited if quotation is not honored or if contract is not signed with the Institute, after the award is made to the Tenderer)

1. Time and last date of submission of the Bid: 03.00 pm on 25.01.2019
2. Time of Bid Opening: 03.30 pm on 25.01.2019
3. Venue of Bid Opening: CAO, Dayalbagh Educational Institute, in the presence of bidders who want to be present at the time of opening of bid.

Interested Contractors/Suppliers/Authorized dealers may put the tender document complete in all respect and other requisite documents in the tender box kept in the General Section, CAO, Dayalbagh Educational Institute, Dayalbagh, Agra- 282005. The bidders are also informed that they may come personally or send their representative to be present at the time of opening of bid. Please note that tender box shall be opened at the time mentioned above irrespective of whether bidders himself or any of their representative are present or not. The tenders shall not be entertained after this deadline under any circumstances what so ever. For more details please visit the institute's website <http://www.dei.ac.in> or contact Prof. P. K. Dantu-9368191921 .

Registrar
Dayalbagh Educational Institute Dayalbagh,
Agra-282005

Schedule of tender

(ADVERTISED TENDER ENQUIRY)

**NAME OF DIVISION / UNIT: The Registrar, Dayalbagh Educational Institute
(Deemed University) Dayalbagh, Agra 282 005, (UP) India**

Registrar, DEI invites tenders under **Two Bid System** (Technical and Commercial Bid) on the prescribed forms **Chapter-IV** and **V**, for the purchase of the following stores as detailed in this schedule to tender. However it may be noted that it will be the discretion of the DEI authority whether to purchase the below mentioned equipment or not.

Description of stores required	Qty.
Portable Photosynthesis System with Accessories	One

2.	THIS TENDER ENQUIRY HAS THE FOLLOWING CHAPTERS AND ANNEXURES
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Schedule to Tender

Chapter I	:	Instruction to Bidders
Chapter II	:	Condition of Tender/ Contract
Chapter III	:	Schedule of Requirement
Chapter IV	:	Proforma for Technical Bid
Chapter V	:	Proforma for financial bid (as per BOQ)
Annexure-I	:	Performance Statement for last 3 years
Annexure- II	:	Certificate for compliance of instructions
Annexure- III	:	Checklist for tenders

3	You are requested to study the tender documents completely and ensure all documents and Annexures are correctly filled in, signed and stamped where applicable and then submit your offer .
4	Tenderers are advised to carefully go through all the conditions and documents attached with this tender enquiry, before submission of bids/tender. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer. <u>All tender documents must be duly completed, signed by authorized signatory on each page and submitted.</u>
5	This tender is not transferable

Registrar

Chapter -I

Instructions to Bidders

1	Name of Institute	Dayalbagh Educational Institute (Deemed to be University) (Recognized Under Section 3 of UGC Act, 1956)
2	Address	Dayalbagh, Agra 282 005, (UP) India
3	Date of inception	16.05.1981
4	Accredited by	A NAAC ACCREDITED 'A' GRADE INSTITUTE And ISO 9001:2015 Certified Institution
<p>The Government of India declared the DAYALBAGH EDUCATIONAL INSTITUTE as an institution Deemed to be a University from the session 1981-82, under Section 3 of the University Grants Commission Act, 1956 (3 of 1956). The Institute has since been accorded the membership of the Association of Indian Universities. The Institute comprises six faculties, faculty of Arts, Commerce, Education, Engineering, Science and Social Sciences and three colleges, DEI Technical College, DEI PV Primary School and REI Intermediate College. From the session 1986-87, the DEI Technical College, a diploma level Engineering Institution, from the session 1995-96, the DEI Prem Vidyalaya Girls' Intermediate College, and from the session 2012-13, the REI Intermediate College have also been brought under the academic and administrative control of the Institute year. The vocational courses were started in the year 1993. The Women's wing of Technical College – Women's Polytechnic was started in the year 2004, and in the same year, the Institute initiated a major programme of Distance Education to benefit students residing at urban-suburban interfaces. In the year 2015, Dayalbagh Educational Institute was empanelled as Government Training Partner (GTP) with Uttar Pradesh Skill Development Mission (UPSDM), Department of Vocational Training & Skill Development, Uttar Pradesh State Government to train youth in various vocational skills. Also a Deen Dayal Kaushal Kendra was sanctioned to DEI by MHRD to offer BVoc, MVoc and PhD degrees in skilling.</p>		

Chapter -II

Terms & Conditions

Note: Bidders must submit the following primary information/documents with the quotation. Bidders will have to indicate these particulars in their quote failing which the offer may be rejected. Please do produce the related documents whenever required by the Institute.

1. Trade License/Company Registration No.
2. VAT / Service Tax Regn. No.
3. Income Tax PAN No.
4. Firm's Bank A/c details
5. Bidders are requested to quote rate(s) per unit(s) only in the recognized Accounting units otherwise your quotation will not be accepted.
6. Cost of items shall include installation, support and troubleshooting.
7. Warranty and Support: for Hardware and Software should be explicitly mentioned.
8. Bidders should be OEM/Authorized partner/Authorized dealer of OEM/ Contractors.
9. Bidders should quote rates as per details/specifications mentioned in notice inviting Tender. The Institute reserves the right to place order for each job to single/separate vendor(s) if necessary.
10. Bidders should quote rates on FOR/Free Delivery at the sites specified in the Notice inviting Tender, inclusive of all charges else should mention estimated cost of packing, forwarding, insurance and freight by Rail/Road/Post etc. as the case may be.
11. Bidders must indicate if their rates are inclusive of taxes.
12. Quotation received after the closing date will not be entertained and revision in the price will render the bid invalid. Quotation should indicate clearly the period of Validity, preferably not less than 45 days.
13. In case of an offer for items having multiple options, you should clearly indicate item - specific price(s). Please quote separate item-wise rate(s), when quotation has been asked for so. For every offer, packing and forwarding charges, GST or any Tax etc. should be shown separately.
14. Bids will be evaluated after equated comparison of offers upon calculating all tax/duty/cess/surcharge/discount/packing/transportation costs, other charges with price and non-compliance of technical and commercial terms will render a bid liable for rejection.
15. Bidders will have to submit Bills/Invoices on dispatch of stores, if ordered, to this office in triplicate duly pre-receipted and supported by the relevant delivery documents for audit and payment direct to you or to your bankers.
Generally, payments can be expected within one month and are made against acceptance of supplies/ jobs completed and in deserving cases, against shipment documents.
16. No insurance charges are allowed unless otherwise specified and agreed to by us. In the absence of any specific instructions, it will be the responsibility of the supplier to ensure a consignment against transit risk at his own expense if he so desires.

17. The Institute is not bound to accept the lowest rate or any other offer and the acceptance of the offer is entirely at the discretion of the Committee
18. Institute reserves the authority to increase / decrease the quantity (50%) if deemed necessary.
19. The Institute reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.
20. The Bidder shall be required to submit the amount of Earnest Money Deposit (EMD) by way of Demand Draft /Banker's cheque / FDRs mentioned in the Notice Inviting Tender is refundable and a non-refundable tender fee for an amount of Rs 200/- (Rupees two hundred only) by way of demand drafts/banker's cheque. The demand drafts shall be drawn in favour of "**Registrar, Dayalbagh Educational Institute, Agra**" payable at Agra. The demand drafts (validity 60 days beyond final bid) for earnest money deposit & tender fee must be enclosed in the envelope containing the bid.
 - a) The firm(s) that are registered with the National Small Industries Corporation (NSIC) or Small Scale Industries (SSI) are exempted from furnishing the EMD. Self-attested photocopy of the valid registration certificate must be enclosed with their bid.
 - b) The demand drafts for EMD & tender fee must be enclosed in the envelope containing the technical/price bid and super-scribed with tender number and due date of submission on it. Any technical bid is found without the demand drafts of EMD and tender fee will be rejected. The Institute will not be liable to pay any interest on such an amount. The EMD shall be forfeited, if the Bidder withdraws its bid during the period of validity of Tender.
21. Arbitration and Laws: In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Agra only. The resolution of the Arbitrator shall be final and binding on both the parties.
22. Jurisdiction: The courts at Agra alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender /contract. It is specifically agreed that no court outside and other than Agra court shall have jurisdiction in the matter.
23. The Institute reserves the right to order GPON and accessories to a quantity less (upto 25%) or more (upto 50%) than that specified above.
24. Excise Duty: The Institution is exempted from payment of Excise Duty under notification No.10/97 – Central Excise dt. 01.03.97 issued by Ministry of Science & Technology, Govt. of India. Hence, the offer shall be submitted accordingly the bidders should not include the Excise Duty in the quoted price, which can put them into a disadvantageous position. They should however, quote separately the percentage / quantum of excise duty applicable.
25. Customs Duty: In case of Imported Items, please note that we are exempted from payment of Customs Duty in terms of Notification No.51/96-CUSTOMS dated 23.7.1996 as amended from time to time. Issued by Ministry of Science & Technology, Dept. of Scientific and Industrial Research, Government of India, we are eligible for concession of Custom duty.

Registrar, DEI

Instructions to Bidders

<p>I. The Institute will not be responsible for tenders submitted at any other place. Tenders not received within the due date & time will not be considered under any circumstances or for any reason.</p> <p>II. Tenderers are requested to study the tender document completely and ensure all documents, forms and annexure to the tender are completely and correctly filled in, signed and stamped where applicable, all necessary literature, brochures and pamphlets have been attached and then to submit their offer. Incomplete tender documents shall be rejected straightway without any references to the tenderers. Leaving any column not filled in or with cutting will lead to rejection of the tender.</p> <p>III. In case tenderer are facing any difficulties in filling the tender or any discrepancy in the tender the same will be reported to this office latest by 17.01.2019 on or before 11.00 a.m.</p>		
1	Eligibility for Responding	<p>I. Only those firms should respond who are the manufacturers or authorized dealers/agents of the stores specified in the tender specifications.</p> <p>II. The foreign manufacturers of the tendered stores will have to specify in the tender document, detail of the provided after expiry of warranty period.</p> <p>III. Indian agents of foreign manufacturer/principal are allowed to participate in the tender subject to the following condition:-</p>

		<p>a) The Indian agent will submit along with the tender documents a copy of latest authority letter/agreement from the foreign manufacturer/principal.</p> <p>b) Such agreement/authority with the foreign manufacturers/principal should be a long-term agreement and not merely for the present tender.</p> <p>c) If the agreement is only for the present tender, the offer received is liable to be rejected.</p> <p>d) The Indian agent will provide details of the after sales service and post contractual support i.e. repair, manufacture, supply of spare parts etc. that he will carry out.</p> <p>e) Offers from firms whose business activities are limited to procuring items from manufacturers, both Indian and Foreign and supplying the same to the purchaser, and having no after sales service backup will not be entertained.</p> <p>f) Where the quoting party / Indian representative claims to be subsidiary on branch office or an authorized representative or principal foreign manufacturer/ supplier in India, then a copy of approval from RBI/Ministry concerned for operating business in India as subsidiary /branch /liaison or joint- venture may be submitted with offer. The Indian agent of foreign manufacturer should be Registered with DGS & D only in case the bid is for item falling in the restricted list of Export & Import Policy of Govt. of India copy of the current concerned Registration Certificate must be enclosed failing which the bid will not be accepted.</p> <p>g) The tenderer must have latest income tax clearing certificate /PAN /TIN</p> <p>h) The tenderer must have latest CGST /SGST Clearance certificate</p>
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		i) The firm must have trade registration certificate
2a	Opening of Tender	The purchaser has the right to have a demonstration of the equipment/item in his premises. The supplier has to abide by this condition. The demonstration has to be arranged by the supplier at his own cost.
2b		In the case of consumable materials, the firm has to provide sample(s) and in the case of fabrication prototype has to be provided by the firm.
4	Delivery Required By	For Indian manufacturer - Within 45 days from the Date of issue of award letter or as specified in the supply order. For Foreign firms - 90 days from the date of payment through wire transfer/presentation of photocopy of FDD.
5	Terms of Delivery	For Indian/manufacturer/suppliers:-Botany Department, DEI, Agra For Foreign manufacturer/suppliers: - On CIP basis at the nearest Airport
6	Inspection after Receipt of Goods	The inspection will be done by the Institute Purchase Committee in the presence of firms representative. The successful tender will have to provide at his own cost and arrangement technically qualified personnel at the consignee's location for joint inspection. These personnel must be able to unpack, assemble and demonstrate the use of the equipment fully and identified each Part/Machines supplied. Any consumables that are essential will be provided by the supplier free of cost. In case of receipt of materials in damaged condition the suppliers will have to arrange the replacement of goods free of cost. All expenses in this regard will be borne by the supplier.
7	Packing & Marking	The packing and preservation of the supplied goods shall be airworthy/seaworthy /roadworthy (as the case may be) so that it may provide their safety during transit period. The seller shall guarantee that the packing is strong enough to withstand the safety of the goods during transport. The packing should satisfy the security seal in the clearing warehouse and shall carry the fragile or other markings as required. Each packing case shall have labels as follows: Contract No. 0562-2801545, 6544855 Consignee: Registrar (Mobile - 9368191921) Dayalbagh Educational Institute (Deemed University) Dayalbagh, Agra 282 005, (UP) India
8		AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids. All damages which may occur as a result of defective packing shall be borne by the seller.
9	Compliance Statement	The firms must submit compliance statement -cum- technical bid in the format given in Chapter-IV failing which their offer will be treated as incomplete and is liable to be rejected.
10	Guarantee/Warranty	Comprehensive onsite warranty is required. Warranty Terms period will start from the date of installation of items. In case at installation stores/part of stores are found defective /damaged during or after delivery to consignee, the

		suppliers will replace or repair the store under warranty at consignee's location in India free of cost or if any case it is required to sent back to the foreign manufacturer. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses in this regard will be borne by the supplier.
11	Performance Security	The successful bidder will have to submit a Performance security of equivalent to 5-10% of the Contract /Order value before the issue of award letter. The validity of performance security valid till 60 days + the period of expiry of the Warranty/ Guarantee period in shape of crossed Demand Draft/Pay order/Fixed Deposit Receipt/Bank Guarantee from a commercial bank in favour of the Registrar, Dayalbagh Educational Institute (Deemed University) Dayalbagh, Agra 282 005, (UP) India
12	Liquidated Damages	In case the firm does not complete the supply within the laid down agreed Security delivery period as per contract, liquidated damages will be charged @ 2% per week or part thereof subject to a maximum of 10% of the contract value. However, the Institute reserves the right to either further extend or cancel the contract after expiry of delivery date and recover the liquidated damages from the dues of the firm or by legal means.
13	Dispute settlement	The dispute arising out of this contract shall be subject to the jurisdiction of Indian laws & court at Agra. Sole arbitrator is appointed by the Director, Dayalbagh Educational Institute (Deemed University) Dayalbagh, Agra 282 005, (UP) India. His decision will be final and binding to both parties (Supplier and Purchaser).
14	Submission of the proposal (A) TWO BID SYSTEM	The tenderers must submit the online tenders in TWO BID SYSTEM i. The tenderers should submit the tenders online in TWO BID SYSTEM along with detailed specifications of the store offered supported by leaflets, Brochure, if any. ii. Both the above mentioned bids should be submitted separately. iii. Composite bid i.e. rates indicated in the technical bid openly in tender is liable to be ignored. iv. Only the online Technical Bid shall be opened on the date of tender opening. v. Price bids of only those offers, which will be technically acceptable, will be opened. Financial bids of technically qualified firms will be opened online.

A. TECHNICAL BID

a) The Technical Bid should contain the following:

- i. Technical bid completed and signed but it should be WITHOUT INDICATING THE RATE QUOTED.
- ii. The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc. as per Chapter-IV
- iii. Earnest Money
- iv. Details of supplies of similar equipment as per Annexure-III along with copies of supply orders.
- v. Latest agreement /authorization from the foreign firms in case Indian agent is submitting tender on its behalf.
- vi. Trade registration certificate from the RBI/Ministry/department concerned.
- vii. Latest income tax clearance certificate /copy of PAN card/TIN/GST/SGST
- viii. Latest GST/CGST/SGST clearance certificate.

ix. Technical bulletin with specifications clearly stated with model.

b) SECOND COVER should contain the following:

- i. Details of rates, taxes, duties, discounts, if any, quoted by the bidder, should be submitted as per Chapter-V.
- ii. Any documents in support of price bid.
- iii. For Indian manufacturer rate should be at F.O.R. destination.
- iv. For foreign supplier rates should be at CIP basis.

NOTE:

a) The word "TECHNICAL BID" should be written clearly and prominently on the first cover along with tender number, name of stores and date of opening. Similarly, the word "PRICE BID" should be written clearly and prominently on the second envelop along with Tender Number, Name of Store.

b) Full name and status of the person signing the tender documents must be clearly mentioned in the Tenders.

Note: Quotation/ Tender unsealed or having overwriting and cutting without proper attestation and signature will not be considered.

15	Evaluation of the Proposal	<p>A two stage procedure will normally be adopted: -</p> <p>i) Stage-I: Evaluation of Technical Bids to assess their suitability against the laid down parameters. Tenderers must ensure that they upload all original technical literature and detailed documentary proofs which specifically bring out the compliance of the equipment being offered against the specifications, if necessary the Tenderers may be directed to give a presentation for evaluation by a technical committee constituted for the purpose. In case it is not possible to verify compliance of equipment as per technical bid due to lack of adequate documents, in original no reference will be made to tenderer and the bid will not be considered further and treated as cancelled.</p> <p>ii) Stage-II Financial Evaluation The price bids of only those firms found meeting the laid down specification at stage I shall be opened, evaluated and considered further. It is in the tenderers interest to include all relevant and detailed technical data as supporting documents along with their bid. AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids.</p>
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16	Mode of Payment	<p>A. FOR INDIGENOUS SUPPLIES: Payment on bill basis after supply, satisfactory installation, commissioning and performance of the equipment at Agra and after certification by our Faculty / PI concerned.</p> <p>B. FOR IMPORTS: The payment shall be made 100% on the value of the equipment / item at CIP price through Wire Transfer against BG for the same amount and BG will be released only after satisfactory installation and commissioning of the equipment; alternately, payment could be made through FDD favouring the Principal Company for the 100% CIP price, however, only a photocopy of the FDD will be sent before dispatch of the consignment and original will be released only after satisfactory installation and commissioning of the equipment. All bank charges outside India will be borne by the supplier. In case the delivery date of the contract is extended to take care of delay in supply, for which the supplier is responsible, the tenure of the letter of credit so extended, the expense incurred therefore such extension is to be borne by the supplier.</p>
17	Training	<p>THE TENDERERS SHALL PROVIDE TRAINING TO THE USER AS PER THE TERMS & CONDITIONS OF THE CONTRACT AS HAS BEEN SPECIFIED IN TECHNICAL & FINANCIAL BIDS FREE OF COST AT THE TIME OF INSTALLATION/COMMISSION OF EQUIPMENT AT THE CONSIGNEE/USERS LOCATION, AS SPECIFIED BY THE PURCHASER. ALL EXPENSES IN THIS REGARD WILL BE BORNE BY THE SUPPLIER.</p>
18	Insurance	<p>As applicable in the case of imported goods. For indigenous item it will be responsibility of the supplier to supply the material in good condition without involving the risk of the purchaser.</p>

A legally agreement/contract shall be executed with the contractor/firm by the Institute before installation of all/any type of instrument/machine as per the instruction of the Registrar, Dayalbagh Educational Institute (Deemed University) Dayalbagh, Agra 282 005.

Signature of tenderer with office seal

CONDITIONS OF TENDERER/CONTRACT

All annexures, attached with the Tender should be duly filled in and supported with requisite documents for considering any offers offer as a complete offer.

The Registrar, Dayalbagh Educational Institute (Deemed University) Dayalbagh, Agra 282 005, (UP) India, reserves the right to cancel/reject any or all the tenders without assigning any reason.

EARNEST MONEY DEPOSITE: Must be deposited in the form of crossed Demand Draft/ Pay Order/ fixed deposit receipt/ Bank Guarantee in favour of The Registrar, Dayalbagh Educational Institute (Deemed University) Dayalbagh, Agra 282 005, (UP) India from any Commercial Bank payable at Agra. No other form of deposit will be accepted.

There will be no exemption for paying earnest money. However, firms registered with the Central Purchase Organization/ NSIC only are exempt from submitting bids without EMD (proof of registration must be attached therefore without which it will not be considered).

No interest shall be payable by the purchaser on the EM deposited by the tenderer.

The EM deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect with the period of validity of his tender

If the successful tenderer fails to furnish the performance security as required in the contract within the stipulated period, the Earnest Money shall be liable to be forfeited by the purchaser.

EMD of the unsuccessful tenders shall be returned after finalization of tender.

GUARANTEE/ WARRANTY

Except otherwise provided in the invitation to tender the contractor hereby declares that the goods/ stores/ articles/ equipment sold/ supplies to the purchaser/ consignee under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned/ contained in the contract hereby guarantees that the said goods/stores/articles would continue to confirm to the description and quality aforesaid for a period of Twenty Four months from the date of receipt of goods/articles/equipment in good condition at site by the consignees in case of supply contract and Twenty Four months from the date of installation and satisfactory taking over of the goods/stores/articles/equipment at site by consignee where installation and commission is involved and notwithstanding the fact that the purchase/ inspection authority has inspected and/ or approved the said goods/stores/articles/equipment or such if during the Twenty Four months the said goods/ stores/articles/equipment be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchase/ consignee in the behalf shall be final and binding on the contractor/seller and the purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles/equipment or such specified period as may be allowed by the purchaser in the discretion on the application made thereof by the contractor/seller, and in such event, the above period shall apply to the goods/stores/articles/equipment rectified from the date of rectification mentioned in the warranty thereof, otherwise the contractor/seller shall pay the purchaser such compensation as may arise by reason of the breach of warranty therein contained. Notwithstanding anywhere else mentioned to the contrary in this document, the bids would be evaluated on price of the equipment and accessories, if any. AMC/CMC charges shall not be included for the evaluation of the financial/commercial bids.

Guarantee that they will supply the spare parts, if and when required on agreed basis for an agreed basis could be and including but without limitation and agreed discount on the catalogue price or an agreed percentage of profit on landed cost.

Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the later may undertake the balance of lifetime requirements.

NOTE: In case of any discrepancy in the period of guarantee/ warranty mentioned anywhere else in this Tender document, the stipulations as mentioned in the chapter III (specification of the equipment/ item to be purchased) would prevail.

PRICE: The price quoted shall be on firm and fixed basis and should be reasonable.

- A. For goods manufactured in India: on FOR basis (including all kind of charges and taxes
 - i) Installation commissioning charges, if any
- B. For goods manufacture abroad: The price of goods should be quoted on CIP basis.

Installation commissioning charges, if any

Costs of imported item/ equipment manufactured in abroad should be quoted in the currency of manufacturing country on CIP basis. Quotation in Indian Rupees will be accepted if the good/equipment is manufactured in India, otherwise the bid will be liable to be out rightly rejected.

The Institute is exempted from payment of excise duty. Hence, excise duty will not be paid to the firm.

The Institute is exempted from payment of Custom Duty for which the exemption certificate will be issued

5(A) CMC/AMC of Equipment: After the warranty/Guarantee term is over, the firm should mention the charges of CMC/AMC at least for two years from the Principal in the prescribed format enclosed.

NOTE: In case of any discrepancy in the period of and /or CMC/AMC mentioned anywhere else in this Tender document, the stipulations as mentioned in the chapter III (specification of the equipment/ item to be purchased) would prevail.

Penalty for use of undue influence:-

The seller should undertake that he has not given offered or promised to give directly or indirectly any gift, consideration, reward, commission, fees brokerage of inducement to any person in service of the Purchaser or otherwise in procuring, the contract or forbearing top door for having done or for borne to do any act in relation or execution of the contract or any other contracts with the Institute for showing or for bearing to show favour or disfavor to any person in relation to the contract or any other contract in the DEI, Agra. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting his behalf whether with or without the knowledge the seller or the commission of any offers by seller or any one employed or acting on his behalf, as defined in chapter-IX of the IPC, 1860 or the Prevention of Corruption Act,1947 or any other Act enacted for the Prevention of Corruption shall entitle the purchase to cancel the contract and all or any other contract with the Institute seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the purchaser or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such on behalf of the seller towards any officer / employee of the purchaser or to any other person in a position to influence any officer/ employees of the purchaser for showing any favour in relation to this or any other contract sell render

LAWS GOVERNING THE CONTRACTS: The contracts shall be governed by the laws of India for the time being in force.

The contract shall be interpreted in accordance with these laws.

Jurisdiction of Court: The court of the Agra shall have a Jurisdiction to decide any dispute arising out of or in respect of contract.

Force Majeure Clause: The supplier shall not be liable for forfeiture of performance security, liquidated damages or 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. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and foreseeable. Such event may include, but are not limited to acts of the Purchaser either in its sovereign or contractual capacity,wars or revolutions, fires, floods. Epidemics, quarantine restrictions, strikes, lockout or any act of war. Notice of the happening of any such event is given by either party to the other within 15 days from the date of occurring thereof. However either party at its discretion can terminate the contract in such cases.

Termination of contracts: Time shall be the essence of the contract. The purchaser shall have the right to terminate the contract without any notice in part or in full in any of the following cases.

The delivery of the material is delayed for causes not attributed to Force Majeure after the scheduled date of delivery.

The seller is declared bankrupt or becomes insolvent.

The delivery material is delayed due to causes of Force Majeure by more than reasonable time.

In case Performance Security is not furnished within the time period specified by the purchaser.

Supply in the case of successful Tenderer should strictly confirm to the specifications of the equipment being purchased.

Any change in Address/Telephone/Fax/e-mail of the tenderer should immediately be informed. The state of non-communication by the firm will make the offer liable for rejection.

The successful bidder will have to provide the original proforma invoice from the foreign principal (duly signed in ink), in case of imported item/equipment, within 15 days of the date receipt of purchase order, otherwise the purchase order will automatically stand cancelled without any further communication.

Govt. Regulations: It shall also be confirmed that there are no Govt. restrictions or limitations in the country of the supplier or countries from which sub-components are being procured and/or for the export of any part of the system being supplied.

Supplies/Contracts shall provide a certificate to this effect.

Late/Delayed tenders shall not be considered at all. These will be returned to the firm as it is at their expenses. Post tender revision/correction shall also not be considered.

Acceptance or rejection of offer: The Registrar, Dayalbagh Educational Institute (Deemed University) Dayalbagh, Agra 282 005, (UP) India reserves the right to accept or reject any tender in part or full without assigning any reason thereof. The successful bidder should submit order acceptance letter within 15 days from the date of issue.

Page Numbering & Signatures: Every page of the tender must be numbered and signed by the authorized signatory giving his/her name and designation below the signature.

Signature of Tenderer with office seal

Registrar

Chapter-III

IRGA (Infrared Gas Analyzer) Specification

Portable Photosynthesis System should be ideal for field or lab work that should include the Gas exchange with light Control measurement.

Portable Photosynthesis System working on the principle of NDIR. System Console with at least 512 MB RAM with 8GB Flash Memory/USB for Data storage with high speed Processor (800 MHz). The system should be Capable of Survey measurements in less than one minute. System must have User-cleanable optics and simple maintenance procedures.

1. Display	<p>Large Sunlight-readable TFT Color LCD Display with full touch screen System should have four Infra-Red Gas Analyzers- Absolute for CO₂ and absolute for H₂O. Analyzers placed inside leaf chamber/cuvette to minimize time delay, fast equilibrium, avoid sorption of CO₂ Gas and H₂O (Water Vapor) through path tubing of sample chamber/leaf chamber to Analyzer.</p> <p>The instrument should display graphical and numeric measurement simultaneously in real time measurement.</p> <p>Instrument should have self-diagnostic for any error with the measurement and control settings during measurement</p> <p>The standard leaf chamber/cuvette should have measurement area of 9cm². The system should be supplied with Chamber Apertures for 3x3 cm = 9 cm², 2x3 cm = 6 cm² and 1x3 cm = 3 cm².</p> <p>The Chlorophyll Fluorescence Chamber should have larger area of 6cm² round and 2 cm² round aperture. Chlorophyll Fluorescence chamber apertures should have highly uniform light illumination on the leaf surface to ensure that photosynthesis/fluorescence is consistent across the entire aperture. All Leaf Chamber should be suitable for broadleaf's as well as narrow leaves.</p> <p>System should have the facility of CO₂, H₂O /RH, Temp., Light, boundary layer conductance & VPD control.</p>
2. CO ₂ Gas Analyzer	<p>Type: Absolute non-dispersive infrared gas analyzer Measurement Range: 0 – 3000 $\mu\text{mol mol}^{-1}$ Precision: within 0.1 $\mu\text{mol mol}^{-1}$ Accuracy: $\pm 2 \mu\text{mol mol}^{-1}$</p>
3. Analyser position	<p>The IRGA should be in the sensor head for fast response of 10 Hz enable to study the effect of minor change of climate on plant/crop</p>
4. H ₂ O Gas Analyzer	<p>Type: Absolute non-dispersive infrared gas analyzer Measurement Range: 0 – 75 mmol mol⁻¹ Precision: within 0.01 mmol mol⁻¹ Accuracy: $\pm 0.1 \text{ mmol mol}^{-1}$</p>
5. CO ₂ Control Specifications	<p>CO₂ control range: 0 – >2000 $\mu\text{mol mol}^{-1}$ CO₂ cartridge type: 8 gram CO₂ Scrubber: Soda lime</p>
6. H ₂ O Control Specifications	<p>H₂O control range: 0 – 90% RH (non-condensing) Humidifier substrate: System should have suitable humidifier</p>

	substrate. Desiccant: Drierite
7. PAR Sensor	External for ambient PAR measurements Detector: Silicon photodiode Internal light sensor range 0 to less than 3000 $\mu\text{mol m}^{-2} \text{s}^{-1}$
8. Light Measurement	Sensitivity range: 0 – 3000 $\mu\text{mol m}^{-2} \text{s}^{-1}$ Resolution: $<1 \mu\text{mol m}^{-2} \text{s}^{-1}$ Calibration accuracy: $\pm 5\%$ of reading Detector: Silicon photodiode
9. Temperatures	Operating temperature range: 0 – 50 °C Temperature control range Leaf: ± 10 °C from ambient Chamber exhaust air temperature and temperature control block Type: Thermistor Range: -10 – 60 °C Accuracy: ± 0.15 °C Leaf temperature sensor Type: fine-wire thermocouple Sensitivity Range: -10 – 60 °C Accuracy: $< \pm 0.5$ °C
10. Air Flow Rates	Leaf chamber flow rate: 0 – 1400 $\mu\text{mol s}^{-1}$
11. External CO ₂ source	Minimum 12 gm CO ₂ cylinders (<i>minimum 100 should be supplied with basic instrument</i>)
12. Pressure	Console pressure sensor Operating Range: 50 – 110 kPa Accuracy: ± 0.4 kPa Chamber pressure Control Range Range: -2 – 2 kPa Resolution: <1 Pa typical
13. Batteries	Capacity: 6000 mAh or above Type: Lithium Ion with external charger and option of internal charging. The instrument should be supplied with at least 3 to 4 rechargeable batteries with external charger to enable to use the system with optimum conditions
14. Controls	System should have the facility of CO ₂ , H ₂ O/RH, Temp., VPD control
15. Chlorophyll Fluorescence Measurement/Control Specification	Modulated frequency: 1 Hz – 250 kHz and should be capable for OJIP studies Measuring light peak wavelength: 625 nm Actinic Light Output: 0-3000 $\mu\text{mol m}^{-2} \text{s}^{-1}$ Red actinic and saturating flash peak wavelength: 625 nm Blue actinic peak wavelength: 475 nm Far-red peak wavelength: 735 nm Saturation light Intensity: 0 – 16,000 $\mu\text{mol m}^{-2} \text{s}^{-1}$ Far-red light intensity: 0 – 20 $\mu\text{mol m}^{-2} \text{s}^{-1}$ Uniformity: $< \pm 10\%$ over 92% of the aperture Leaf area: 6 cm ² Round and 2cm ² round aperture
16. User manual	Supplied with Printed User manual, data downloading software and carrying case.
17. Ethernet Connectivity	Instrument should have ETHERNET CONNECTIVITY for remote access over internet/networking.
18. Accessories to be	<ul style="list-style-type: none"> • Tripod stand for auto curve studies

supplied with the instrument	<ul style="list-style-type: none"> • Field stand for long hours use of instrument in the field • Sodalime 4 packs or more • Drierite 4 packs or more • System spare kit
19. Auxillary ports	<p>The system should have 5 to 8 extra channels to connect the Soil Moisture and temperature sensor for simultaneous measurement of soil moisture and temp. at the time of Photosynthesis and related parameters.</p> <p>The system should also have the options to connect Soil CO₂ Flux studies and small Plants/Arabidopsis plants studies.</p> <p>The system should be supplied with at least one Soil Moisture and Soil Temperature sensor along with one data downloading system for downloading the data in the field for further studies.</p>
20. Original brochure	Original brochure highlighting the desired specifications should be enclosed with the Quotations. Quotations will not be accepted/considered without original Brochure
21. Warranty	3 years extended warranty with spare parts, if any
22. User list	List of users with complete address, phone number/ email id to be provided
23. ISO9001:2008 certificate	Company should be ISO9001:2008 certified and CE marked or equivalent certification for quality assurance
24. Installation & Training	The bidder must be competent to provide training after installation to handle the instrument and to troubleshoot during use.

Signature of Tenderer with office seal

Chapter-IV

To
The Registrar, Dayalbagh Educational Institute
(Deemed University) Dayalbagh, Agra 282 005,
(UP) India

TECHNICAL BIDS

Technical specifications to be offered by the firm

S.No.	Details of technical specifications (As per Chapter III)	Whether complied with YES/NO	If yes, give the exact specifications offered, and attach Tech literature of the equipment duly printed & clearly specify page No. of Bulletin which specifically confirm this.	If no, attach deviation statement	Remarks (if any)
1.	Whether you meet all the specifications alongwith other conditions as mentioned specifically in the "technical specification proforma as per Chapter-III				

N.B.: All the bidders are requested to provide true statement in the columns. Concealing of facts will liable to be rejected the tender completely. No communication will be made in this regard.

Category of classification of the goods in its packing as per IATA definition inclusive of nature of sensitivity and volume of cargo. (in case of imported items)

Signature of Tenderer with office seal

Chapter-V

To
The Registrar, Dayalbagh Educational Institute
(Deemed University) Dayalbagh, Agra 282 005,
(UP) India

PERFORMA FOR PRICE BID

(Compulsory to be filled up with details by the bidder & sealed in separate cover)

<i>S.No.</i>	<i>Details of Specifications</i>	<i>Rate /Unit</i>	<i>Net Price</i>
	<i>Optional accessory</i>		
	<i>I) Ex factory price offer II) Discounts offered III) Net Ex-Factory Price IV) Any other charges if applicable V) Training Cost, if any</i>		
	<i>CIP</i>		
	<i>Total</i>		
	<i>Any payment to be paid in Indian Rupees towards agency commission, Supply of Indian made item and other charges like GST. Name of items:- 1. _____ 2. _____ 3. _____ 4. _____ GST _____ Total</i>		

**Components to be supplied locally to be clearly indicated.*

Signature of Tenderer with office seal

Annexure-I

PERFORMANCE STATEMENT FOR LAST 3 YEARS

S.No.	Name of the items	Name of the office by whom order was placed	Order No. & date (Please enclose copy of supply orders)	Value of supply order	Delivered in time or not	If not please specify the reason	Attach satisfactory working report from each office (Yes/No)

Signature of Tenderer with official seal

Annexure II

**CERTIFICATE TO BE SIGNED BY THE TENDERER
CERTIFICATE**

It is certified that I have read and understood and will comply all instructions contained in tender enquiry and its schedule. All pages of schedule to tender from page----- to-----have been filled properly and signed

Signature of tenderer: -----

Name in block letters:-----

Name of firm: -----

Full address: -----

Telephone No -----

Mobile No.-----

Fax No. -----

Email id -----

Website -----

Signature of Tenderer with office

Annexure-III

Check list for Tenderers

Before submission of tender documents, Tenderers should check they have complied with the following requirements:

S. No.	Requirements to be checked before submission of the tender	Complied (Please indicate Yes after complying with the requirement)
1	Cost of Earnest money Deposit (EMD) in the form of DD etc, has been submitted physically with the tender issuing authority	
2	Copy of valid registration certificate with DGS&D in the case of Indian Agent enclosed only in case the bid is for item falling in the restricted list of the Export Import Policy of Govt, of India	
3	Copy of trade registration certificate from the RBI/Ministry or department concern in the case of foreign subsidiary firm	
4	Enclose GST registration certificate and PAN No.	
5	Complete tender documents have been enclosed, after signature & stamping on ALL pages	
6	Signature of witness with full name and address have been added whenever required on tender document	
7	Proposal has been submitted in two bid system as per tender enquiry	
8	Offer validity as required in tender has been accepted & clearly mentioned in tender document	
9	Delivery Terms & Period as per tender have been accepted and mentioned in tender	
10	Payment Terms as per tender have been accepted and mentioned in tender	
11	Compliance statement as per chapter-IV has been enclosed along with supporting technical documents/ proof for each point/ parameter clearly showing it is complied with or not.	
12	Performance statement for 3 years as required in tender, in the laid down format as per Annexure has been enclosed. If not reasons be specifically given in writing	
13	Warranty terms as per tender accepted	
14	Annexure-II regarding compliance of all conditions mentioned in the tender form has been enclosed	
15	Status of tenderer has been clearly written in tender- manufacturers or manufacturer's authorized agent. If authorized agent, valid latest agreement authority letter/ agreement for the stores quoted from the manufacturer has been enclosed.	
16	Free Training on use of equipment after supply as specified tender, has been accepted in Writing	
17	Technical and financial bid along with necessary documents have been sealed in separate envelopes and both envelopes again sealed in a big envelope with prescribed writing on envelopes	
18	The tenderer has clearly mentioned in writing that business dealing with their firms have not been banned by any Govt/private agency.	
19	If the tenderer want to mention any specific condition, it must be mentioned on the covering/ forwarding letter only which will be placed on the first page of the technical bid. Such condition mentioned in any other document shall not be given any consideration.	

Signature of Tenderer with office seal