

**DST FIST**  
**School of Biosciences**  
**Mahatma Gandhi University**  
PD Hills (PO)  
KOTTAYAM – 686560.  
**Website : [mgu.ac.in](http://mgu.ac.in)**

**TENDER NOTICE (TWO BID SYSTEM)**

**TENDER NOTICE No: DST-FIST/SBS/Tender/2/2019 dated 1/03/2019**

Sealed tenders are invited from reputed firms and their authorized dealers to supply following “Laboratory Equipments” to the School of Biosciences, Mahatma Gandhi University, Priyadarshini Hills P.O, Kottayam under the DST-FIST Program

Equipments:- Orbital Shaking Incubator & Ultra Sonicator

Blank Tender Forms for the above items along with details can be downloaded from [www.mgu.ac.in](http://www.mgu.ac.in). Completed tenders along with Tender fee (by way of Demand draft in favour of Coordinator, DST-FIST Program, School of Biosciences, Mahatma Gandhi University, Kottayam-686560, Kerala. S.B A/c No: 37704335582 payable at SBI Mahatma Gandhi University campus) and Treasury Challan of VAT payment should be submitted along with technical bid to the Coordinator, DST-FIST Program, School of Biosciences, Mahatma Gandhi University, Kottayam-686560, Kerala. Only those tenders having separately paid Treasury challan of VAT payment will be considered for further processing. Payment of VAT fee along with Tender fee will not be considered for further processing.

Last date for submission of completed Tenders	: 15 <sup>th</sup> March, 2019
Closing of acceptance of completed Tenders	: 15 <sup>th</sup> March, 2019; 05:00 P.M
Date of opening of Technical Bid	: 18 <sup>th</sup> March, 2018; 11:00 A.M
Date of opening of Financial Bid	: 19 <sup>th</sup> August, 2018; 02:00 P.M

P.D.Hills

1/03/2019

Coordinator  
DST FIST Programme  
School of Biosciences

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### **ANNEXURE I: ELIGIBILITY CRITERIA GENERAL TERMS & CONDITIONS:**

Sealed tenders are invited from reputed firms and their authorized dealers to supply following “Laboratory Equipments” to the School of Biosciences, Mahatma Gandhi University Priyadarshini Hills P.O, Kottayam under the DST-FIST Program

Equipments **Orbital shaking incubator & Ultrasonicator**

#### **1. GENERAL TERMS & CONDITIONS:**

- i. The tender along with tender fee, EMD and all other necessary documents should be submitted for each instrument. The main envelope should be superscribed: **TENDER FOR SUPPLY OF .....** **(ENTER NAME OF EQUIPMENT).** Last date of submission is 15<sup>th</sup> March, 2019 and Date of Opening of Technical Bid: 18<sup>th</sup> March, 2019, 11:00 A.M. at School of Biosciences, Mahatma Gandhi University, Kottayam.
- ii. For those bidders submitting tenders for more than one instrument, separate applications for each instrument (Technical Bid and Financial Bid separately) must be placed in individual sealed envelopes and these envelopes must be placed inside a bigger envelope. Only one model can be quoted in a tender if the tenderer wants to quote for more than one model separate tenders with tender fee and EMD as required should be submitted. If more than one model is quoted in a single tender it will be summarily rejected.
- iii. The tender must be accompanied with nonrefundable application fee of **Rs. 1000/- with the Treasury Challan of VAT paid. The tender fee should not include amount for VAT. If Treasury challan of VAT paid is not present separately along with tender fee, the tender will not be processed further.**
- iv. Tenders must accompany a copy of the “Eligibility Criteria and General Terms and Conditions” section of this document, signed and stamped on each page indicating that they agree to these.

- v. Last date of submission of tender along with requisite fee, EMD and all documents is 10<sup>th</sup> August, 2018.
- vi. The DDs for application fee and EMD or any other must be drawn in of favour of the Co-ordinator ,DST FIST Programme, School of Biosciences, Mahatma Gandhi University, Kottayam-686560, A/c No: **37704335582**, payable at SBI Mahatma Gandhi University campus branch.
- vii. The date of tender opening will be as per the following:
  - a. Date of opening of Technical Bid: 18<sup>th</sup> March, 2019, 11:00 A.M. at School of Biosciences, Mahatma Gandhi University, Kottayam.
  - b. Date of opening of Financial Bid: 19<sup>th</sup> March, 2019, 02:00 P.M. at School of Biosciences, Mahatma Gandhi University, Kottayam
- viii. Electronic submission of documents (by facsimile, email and so on) is not acceptable.
- ix. If the last date of submission is declared holiday in Mahatma Gandhi University, Kottayam (in exceptional cases), the date of submission and tender opening will be next working days, respectively.
- x. Validity of tenders shall be 3 months from the last date of submission of the tenders.

**Bidder's name, signature and seal:**

- xi. Place of delivery of the completed tender is Co-ordinator ,DST FIST Programme, School of Biosciences, Mahatma Gandhi University, Kottayam.
- xii. The, Co-ordinator ,DST FIST Programme, School of Biosciences, Mahatma Gandhi University, Kottayam reserves the right to accept/reject any or all the tenders at any time without assigning any reason.
- xiii. The tenders received late, without tender fee, without earnest money, without required documents or incomplete in any respect / Misleading will out rightly be rejected.
- xiv. Other terms & conditions specific for different instruments must be complied with tender form.
- xv. Financial bid and Technical compliance sheet for each instrument should be strictly as per tender format, and signed on each page.
- xvi. If the supplier/firm is manufacturer/authorized dealer/sole distributor of any item, the certificate to this effect should be attached.
- xvii. Availability of Spares: The tenderer must give certificate duly signed and stamped by manufacturer for the availability of spares and servicing of instrument for at least 10 years. Supplier should give an undertaking that spares/parts will be supplied within the specified periods as and when ordered.
- xviii. Apart from all these terms and conditions, specific terms as specified for each instrument must also be complied.
- xix. Original catalogue (Do not put photocopies) as support documents for Specifications should be enclosed for verification. In case such documents are not submitted the statements of the tenderer in regards to specification of equipments will not be accepted and will be rejected.
- xx. There should be 36 months of warranty for instrument as well as accessories from the date of installation and no cost will be paid for service /repair/spares during warranty period.
- xxi. If instrument is imported one certificate indicating the country of origin should be mentioned and in other cases certificate stating the supply of instruments to at least five national institutions should be submitted.
- xxii. The amount cited in the financial bid should be final amount and should include all the expenses for transportation of instrument to the lab of PI, installation and commissioning of the equipment. No further amount will be paid to manage these responsibilities.

**2. PREPARATION OF TENDER:**

- i. The tender no. (mentioned on top), name of item and due date should invariably be superscripted on the envelope cover.
- ii. The proposals shall be submitted in two parts, viz. **Technical bid** and **Financial bid** in **two separate sealed envelopes (with respective marking superscripted in bold)**.
- iii. The first envelope (envelope 1) marked “Technical bid” should include the technical specifications of only one model. The first envelope **should not** contain any cost information whatsoever.
- iv. The second envelope (envelope 2) marked “Financial bid” **should contain** the detailed price offer in prescribed format (inclusive of tax if any).

#### **Bidder’s name, signature and seal:**

- v. Prices are to be quoted **F.O.R DESTINATION** (Room assigned for,DST FIST Programme,at School of Biosciences, MG University). The prices quoted should clearly indicate the following charges: Price of the equipment including accessories; Customs duty (after submission of custom and excise exemption certificate if applicable); Customs Clearance Charges and transportation charges if applicable. If these details are not provided it will be considered that the price quoted is inclusive of all charges.
- vi. Both the sealed envelopes Technical bid and Financial bid should be placed in a bigger sealed cover. The top of cover must also contain Name and Address of the tenderer, telephone number and other contact details for further correspondence.
- vii. **Only those tenders competing in technical evaluation will be considered for financial evaluations.** The price envelopes of others will not be considered. At second stage, financial bids of only technically acceptable offers will be opened for further evaluation and ranking before awarding the contract.
- viii. The financial proposal shall be opened in the presence of the tenderers or their representative who choose to attend. The prior information in this regard will be given to the qualified tenderers.
- ix. The printed literature and catalogue/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender.

### 3. DELIVERY OF TENDER

- i. All tender documents should be addressed to the, Coordinator ,DST FIST Programme, School of Biosciences, Mahatma Gandhi University, Kottayam - 686 560, Kerala, India.
- ii. Tenders duly sealed and sent only by registered post/courier will be considered. **No tender delivered by hand/electronically will be accepted.**
- iii. No responsibility with regard to postal delays due to any reason whatsoever will be accepted.

### 4. OPENING OF TENDERS

- i. Unless otherwise preponed, or postponed with advance intimation to the tenderers, tender will be opened in two stages at School of Biosciences, Mahatma Gandhi University, Priyadarshini Hills P.O, Kottayam – 686 560, Kerala, India on the date and time indicated in first page of the instruction sheet of this tender document.
- ii. TENDER FORM PART-I (TECHNICAL BID) of the tender will be opened at the first stage on the due date and at time indicated for opening in the instruction sheet of this tender document while the TENDER FORM PART-II (FINANCIAL BID) will be opened at the second stage on the due date and

time indicated for opening in the instruction sheet of this tender document after completion of the evaluation of the Technical part (Part-I) of the tender.

- iii. While all the tenderers who submit tenders within the due date and time specified for its receipt will be permitted to participate in the opening of PART-I (TECHNICAL BID) of the tender on the due date and time indicated in the instruction sheet of this tender document, opening of the PART-II (FINANCIAL BID) of the tender can be attended to only by such of those tenderers whose tenders are found to be technically suitable/acceptable to the technical committee and to whom intimation thereof is given by the Purchaser by Fax/Telegram/Letter/e-mail/phone etc

### **Bidder's name, signature and seal:**

- iv. The tenderers whose TECHNICAL BID (Part-I) are found suitable/acceptable by the technical committee, will be given advance intimation by the Purchase committee to enable such tenderers to depute their representative to participate in the opening of the FINANCIAL BID (Part-II) of the tender. The technically unqualified tenderers will neither be given any intimation about the due date and time for opening FINANCIAL BID (Part-II) of the tender nor will they be permitted to participate in the opening of the same. FINANCIAL BID (Part-II) of the technically disqualified tenderers will not be opened.
- v. The tenderers who wish to participate in the opening of the tenders may depute their representatives to the School of Biosciences, Mahatma Gandhi University, Priyadarshini Hills P.O, Kottayam – 686 560, Kerala, India on the respective due date, time as indicated in the instruction sheet of this tender document with an authority letter addressed to the Co-ordinator ,DST FIST Programme, School of Biosciences, Mahatma Gandhi University, Kottayam – 686 560, Kerala, India which should be produced to the officers who are opening the tenders, on demand, to prove the bonafides of the representatives who participate in the opening of the tender. In case the representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he will be debarred from participating in the opening of the tenders.
- vi. The tenderer's representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, will not be allowed to take part in the tender opening. **It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.**

### **5. EVALUATION OF BIDS RECEIVED:**

- i. The technical and purchase committee of KSCSTE-KBC-YIPB Project has the full right to evaluate, segregate, rank the responsive bids and select the successful bidder for placement of the contract. Any decision by the technical and purchase committee in this regard will be final.
- ii. No legally enforceable right is vested in the quoted party merely because it was ostensibly the lowest bidder

### **6. BID SECURITY**

- i. Earnest money of 2.5 percent of the estimated value will be taken from the prospective bidders in case of limited/advertised tender in the form of Account payee Demand Draft, Bankers cheque or a Bank Guarantee from a commercial bank. Suppliers registered with Director General of Supplies & Disposals

(DGS&D), National Small Industries Corporation (NSIC), Govt. approved sources are exempted. Tender without EMD will be considered unresponsive and rejected.

**Bidder's name, signature and seal:**

## 7. PERFORMANCE SECURITY

- i. For contracts above value of Rs.1.00 lakh, performance security of 10 percent of the value of contract is to be obtained from the successful bidder, awarded the contract, in the form of Bank Guarantee or Fixed Deposit (with a lien to the Co-ordinator ,DST FIST Programme, School of Biosciences, Mahatma Gandhi University, Kottayam) from a commercial bank which should be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty. Performance security will be forfeited and credited to the Institute in the event of breach of contractual obligation by the supplier, in terms of relevant contract
- ii. Bid Security will be refunded to the successful bidder on receipt of performance security. The institute/ Principal Investigator will pay no interest for the deposit.

## 8. DELIVERY, INSTALLATION AND WORK COMPLETION

- i. The delivery of the material will be made within stipulated time period as given in the supply/work award letter otherwise will attract penalty. In case of imported item, the supplier/their Indian Agent will be responsible for delivery of the material from the place of discharge of material to final point (School of Biosciences, Mahatma Gandhi University Campus, Priyadarshini Hills PO, Athirampuzha, Kottayam).

## 9. PRICE AND DELIVERY

- i. Prices are to be quoted **F.O.R DESTINATION** (to the room assigned for,DST FIST Programme, at School of Biosciences, MG University). The prices quoted should clearly indicate the following charges: Price of the equipment including accessories; Customs duty (after submission of custom and excise exemption certificate if applicable); Customs Clearance Charges and transportation charges if applicable. If these details are not provided it will be considered that the price quoted is inclusive of all charges.
- ii. The prices quoted must be FIRM and preference will be given to such tenders. In exceptional cases (e.g. items involving substantial use of raw materials susceptible to sharp fluctuation in prices) if prices are quoted subject to variation it shall be on the basis of a standard Price Variation Formula. The basis for calculation shall be very clearly stated. Here again preference will be given to the tenders with a specific ceiling on escalation.
- iii. All other charges including VAT/CST, Excise Duty and other levies payable by **F.O.R DESTINATION** (Room assigned for Co-ordinator ,DST FIST Programme, at School of Biosciences, MG University) should be clearly indicated otherwise it will be presumed that the rates quoted are inclusive of all these charges and will not be paid.

- iv. Essentiality certificate will also be provided to selected tenderes so the price can be quoted at reduced GST rate as per government guidelines.
- v. The Excise Duty component (with percentage) should be indicated, as the University is exempted from the payment of Custom/Excise Duty. Exemption will be availed by providing Custom/Excise Duty Exemption Certificate with order.
- vi. The Delivery Schedule, Payment Terms & Warranty/Guarantee etc must be clearly indicated in the technical bid. The charges for extended warranty and/or Annual Maintenance Contract after the expiry of offered warranty period should also be specified in the financial bid.
- vii. The manufacturers' original printed (not photocopied) literature/catalogue/drawing/user's list in respect of range of product being quoted should also be submitted with the offer.

**Bidder's name, signature and seal:**

- viii. In case the rates are being offered by the dealer/stockiest, a certificate from the manufacturer in original about the authorization of dealership/stockiest-ship and to quote rates on their behalf be furnished with the offer along with a certificate from the manufacturer that for the material supplied through the authorized dealer/stockiest, they will be responsible for its quality and guarantee/warranty.
- ix. The supply of items of approved specifications shall have to be made strictly as per given delivery schedule on placement of order, failing which the material will be rejected and returned at the expenses of the supplier.
- x. The firms shall be required to arrange demonstration of the offered item if required by the University.

## 10. PAYMENT

Proforma Invoice of the manufacturer should be enclosed along with complete terms & conditions. The terms of payment will be Letter of Credit (L.C.) on C.I.P. basis as under:

- i. L.C. will be opened for 100% amount and shall be bifurcated in the following manner:
  - a. L.C. for 90% of the cost of material, which shall be released by the bank on proof of dispatch of goods in good condition.
  - b. The 10% amount against L.C. of the cost of material shall be released by bank on satisfactory installation, commissioning of the instrument, deposition of performance warranty and/or security -if any- and all required documents on subsequent intimation by the office to the bank to this effect
- ii) This is applicable to only those cases where it is required.

## 11. WARRANTY

- i. Warranty for the instrument as well as accessories will be for 3 years (36 months) from the date of installation and no cost will be paid for service /repair/spares during warranty period. Any defective goods supplied should be replaced or repaired by the supplier free of charge. Delivery of goods and its installation at School of Biosciences, Mahatma Gandhi University, Kottayam during part repair/replacement should be free of charge during the period of warranty. A warranty certificate declaring these points must be supplied with the technical bid.

## 12. MAINTENANCE CONTRACT

The instrument or machinery is to be maintained free of charge by the supplier during warranty period (3 years) or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter. If the supplier fails to deliver the goods and / or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered, being the price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance. The maximum limit of such deduction will, however, be 10% (ten percent) of the contract price of the delayed goods or services.

### 13. SALES TAX REGISTRATION CERTIFICATE

- i. Tender applications must be accompanied by duly attested Photostat copy of the sales tax declaration to the effect that the firm is registered under the Sales Tax Department.

**Bidder's name, signature and seal:**

### 14. INCOME TAX

- i. Photostat copy of the latest income tax clearance certificate and a copy of PAN should be provided.

### 15. CUSTOM DUTY & EXCISE DUTY EXEMPTION

- i. Our Institute is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption. The certificates will be made available in those cases where it is required.

### 16. INSURANCE

- i. The goods supplied shall be fully insured in Indian rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.

**Bidder's name, signature and seal:**



**ANNEXURE II: TENDER FORM PART-I (TECHNICAL BID)**

**PART-I (TECHNICAL BID) OF TENDER NO: DST-FIST/SBS/Tender/2/2019 dated 01/03/2019**

Last date for receipt: 15<sup>th</sup> March, 2019; 05:00 P.M

Due date for opening Part –I (TECHNICAL BID): 18<sup>th</sup> March, 2019; 11:00 A.M

Date:

From,

M/s. ....  
.....  
.....

To,

The Co-ordinator ,DST FIST Programme  
School of Biosciences,  
Mahatma Gandhi University, Kottayam

Dear Sir,

I/We have gone through the tendering conditions pertaining to the Two-Part Tender and General Conditions of Contract and Special Conditions of Contracts contained herein with this tender document. I/we hereby agree to supply the stores conforming to the tender specifications incorporated in ANNEXURE IV/V of the tender document and also agree to abide by your General Conditions of all Contracts and Special Conditions of Contract contained in the ANNEXURE I of the Tender document.

You will be at liberty to accept any or more of the items of stores offered by us and I/we shall be bound to supply you the stores as may be specified in the Purchase Order/Contract.

I/We hereby agree to keep the price valid for your acceptance for a period of 90 days from the date of opening of Part-II (Financial bid) of the tender

Deviations to Technical specifications contained in ANNEXURE IV/V of the tender documents are detailed in ANNEXURE-A to the tender form while deviations proposed to the General Special Conditions of Contract contained in ANNEXURE I are detailed in Annexure-B to this tender. Price applicable for the stores are indicated separately in a sealed envelope marked as financial bid of the tender.

I/We are also enclosing herewith all the leaflets catalogue etc. pertaining to the stores offered.

Thanking you,

Yours faithfully,  
Stamp and Signature of the Tenderer

**ANNEXURE III: TENDER FORM PART-II (FINANCIAL BID)**

PART-II (FINANCIAL BID) OF TENDER NO: **DST-FIST/SBS/Tender/2/2019** dated **01/03/2019**

Last date for receipt: 15<sup>th</sup> March, 2019; 05:00 P.M

Due date for opening Part –II (FINANCIAL BID): 19<sup>th</sup> March, 2019; 02:00 P.M

Tenderer's Offer No:

Date:

From,

M/s. ....  
.....  
.....

To,

Co-ordinator ,DST FIST Programme  
School of Biosciences,  
Mahatma Gandhi University, Kottayam

Dear Sir,

In response to your invitation and as per your tendering and contracting conditions, the prices applicable for the scope of supply contained in Part-I (TECHNICAL BID) of our tender are indicated in the format at annexure "A" to this tender.

We hereby agree to keep the price valid for your acceptance for a period of 90 days from the date of actual opening of Part-II (FINANCIAL BID) of the tender.

Thanking you,

Yours faithfully,

Stamp and Signature of the Tenderer

**ANNEXURE IV: TECHNICAL SPECIFICATION AND TECHNICAL COMPLIANCE SHEET  
FOR EQUIPMENTS: Orbital Shaking Incubator**

Specifications	Quantity	Complies/Not Complies (Do not write “as per quotation”)
<p><b>ORBITAL SHAKING INCUBATOR WITH COMPRESSOR:</b></p> <ul style="list-style-type: none"> <li>• Minimum Platform Size should be 360x360mm or better</li> <li>• Dimension of chamber [WxDxH]:- 470 X 470 X 650 mm or more</li> <li>• Double wall construction, the exterior is made of MS duly powder coated and interior of SS.</li> <li>• The door having glass window makes it possible to inspect specimen without disturbing the temperature.</li> <li>• Speed range to be 50 – 250 RPM or better</li> <li>• Temperature range to be 5 °C -60 °C or better.</li> <li>• LCD display required.</li> <li>• Platform capacity:16 flask x 250ml ,25x100ml and 8x500ml.</li> <li>• Chamber illumination with fluorescent tube and UVlamp.</li> <li>• Warranty : 3 years</li> </ul> <p><b>Other essential and optional accessories for the proper operation</b></p>	<p><b>01</b></p>	

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**Bidder's name, signature and seal:**

**Bidder's name, signature and seal:**

**ANNEXURE V: TECHNICAL SPECIFICATION AND TECHNICAL COMPLIANCE SHEET FOR EQUIPMENTS: Ultrasonicator**

<b>Specifications</b>	<b>Quantity</b>	<b>Complies/Not Complies (Do not write “as per quotation”)</b>
<ul style="list-style-type: none"> <li>• Frequency: 20~25KHz</li> <li>• Variable Power Output: 1200w</li> <li>• Capacity: Up to 1000ml</li> <li>• LCD touch screen graphical display of time, Temp, Power &amp; Pulse mode with program memory</li> <li>• Time r Function: 1-99minutes,</li> <li>• Pulse Model to avoid heat produced while the process time to prevent the sample ,</li> <li>• Temperature sensor &amp; high safety cut off</li> <li>• Interchangeable titanium probe 6mm,13&amp;20mm as standard.</li> <li>• Sound Proof box with height adjustable jack and stand for holding tube.</li> <li>• Other essential accessories</li> <li>• 3 year warranty</li> <li>• Optional accessories such as different probes may quote</li> </ul>	<b>01</b>	

**Bidder's name, signature and seal:**

**ANNEXURE VI: CERTIFICATE FROM THE VENDOR STATING THAT THE COMPANY HAS NOT BEEN BLACKLISTED BY ANY GOVERNMENT ORGANISATION**

To,  
The Coordinator  
DST FIST Programme  
School of Biosciences  
Mahatma Gandhi University,  
Priyadarshini Hills P.O  
Kottayam- 686 560  
Kerala, India

**Dear Sir,**

This is to certify that M/s \_\_\_\_\_ has not been blacklisted by any Government Organization at the time of submission of the tender document or before.

**Yours faithfully,**

Authorized Signatories  
(Name & Designation)

Date:  
For and on behalf of M/s \_\_\_\_\_

- II. (Note: This letter of authority should be on the Letter-Head of the manufacturing Concern and should be signed by a competent person of the manufacturer.)

**Bidder's name, signature and seal:**

## ANNEXURE VII: MANUFACTURER'S AUTHORIZATION FORM (MAF)

To,  
The Coordinator  
DST FIST Programme  
School of Biosciences  
Mahatma Gandhi University,  
Priyadarshini Hills P.O  
Kottayam- 686 560  
Kerala, India

Dear Sir,  
Tender Reference \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable  
manufacturers of \_\_\_\_\_ do hereby authorize M/s  
\_\_\_\_\_(Name and address of Agent/Dealer) to offer their quotation,  
negotiate and conclude the contract with you against the above invitation for tender offer.

We hereby extend our full guarantee and warranty as per terms and conditions of the tender and  
the contract for the equipment and services offered against this invitation for tender offer by the  
above firm.

Yours faithfully,  
Authorized Signatories  
(Name & Designation)  
Date:

For and on behalf of M/s \_\_\_\_\_  
(Name of manufactures)

(Note: This letter of authority should be on the **Letter-Head** of the manufacturing concern and  
should be signed by a competent person of the manufacturer)

**Bidder's name, signature and seal:**

## **ANNEXURE VIII: EARNEST MONEY DEPOSIT BANK GUARANTEE**

To

The Coordinator  
DST FIST Programme  
School of Biosciences  
Mahatma Gandhi University,  
Priyadarshini Hills P.O  
Kottayam- 686 560  
Kerala, India

**Dear Sir,**

**Supply & Installation of -----**

### **WHEREAS**

The Coordinator DST FIST Programme (hereinafter called the Purchaser) has invited tenders for the Supply & Installation of ..... (Name of item) under DST FIST Programme in School of Biosciences, Mahatma Gandhi University Priyadarshini Hills P.O, Kottayam on the terms and conditions mentioned in the tender document.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee as detailed in the tender document Clause 6 as Earnest Money Deposit.

M/s\_\_\_\_, (hereinafter called as Tenderer), who are our constituents intend to submit their tender for the said equipments and have requested us to furnish guarantee to the 'The Coordinator DST FIST Programme' in respect of the said sum of Rs. -----/ (Rupees----- only)

### **III. NOW THIS GUARANTEE WITNESSETH**

We\_\_\_\_(NAME OF THE BANK) do hereby agree with and undertake to the, Co ordinator,DST FIST programme,School of Biosciences, their Successors, Assigns that in the event of the Co ordinator, DST FIST programme coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the The CoordinatorDST FIST Programme pay without demur to the The Coordinator DST FIST Programme, a sum of Rs. -----/(Rupees -----only) or any lower amount that may be demanded by the The Coordinator DST FIST Programme. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. -----/(Rupees ----- only).

### **IV. Bidder's name, signature and seal:**

1. We also agree to undertake to and confirm that the sum not exceeding Rs.-----  
/ (Rupees -----only) as aforesaid shall be paid by us without any demur or protest,  
merely on demand from the Coordinator DST FIST Programme on receipt of a  
notice in writing stating the amount is due to them and we shall not ask for any further  
proof or evidence and the notice from the Coordinator DST FIST Programme shall be  
conclusive and binding on us and shall not be questioned by us in any respect or  
manner whatsoever.

**We undertake to pay the amount claimed by the The Coordinator DST FIST Programme within a period of one week from the date of receipt of the notice as aforesaid.**

We confirm that our obligation to the The Coordinator DST FIST Programme under this guarantee shall be independent of the agreement or agreements or other understandings between the Coordinator DST FIST Programme and the Tenderer.

**This guarantee shall not be revoked by us without prior consent in writing of the The Coordinator DST FIST Programme, School of Biosciences**

**V. We hereby further agree that**

Any forbearance or commission on the part of the Coordinator DST FIST Programme in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the The Coordinator DST FIST Programme ,School of Biosciences to the Tenderer or any other matters in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. ----- (Rupees -----only)

- Our liability under these presents shall not exceed the sum of Rs. ----- (Rupees -----only)
- Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- This guarantee shall remain in force upto .....provided that if so desired by the, Co ordinator, DST FIST programme, School of Biosciences this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.



**VI. Bidder's name, signature and seal:**

Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the .....or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the The Coordinator DST FIST Programme,School of Biosciences alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Coordinator DST FIST Programme,School of Biosciences against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of \_\_\_\_\_ Bank

Authorized official

(**Note:** This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified).

**Bidder's name, signature and seal:**

**ANNEXURE IX: CHECK LIST (TO BE FILLED COMPLETELY & PLACED ALONGWITH TECHNICAL BID)**

<b>Sl No</b>	<b>Points to be verified</b>	<b>Yes/No</b>
1	Technical specification compliance sheet	
2	Tender fee	
3	Treasury challan of VAT payment	
4	EMD	
5	Photocopy of PAN and TAN card	
6	User list and certificates issued by clients	
7	Copy of income tax return certificate	
8	All other certificates as asked in tender document a) Spare part availability certificate b) Certificate indicating country of manufacture c) Sales tax registration certificate d) Copy of “Eligibility Criteria and General Terms and Conditions” signed and stamped on each page e) Certificate from the vendor stating that the company has not been blacklisted by any government organisation f) Manufacturer’s authorization form (MAF) g) Earnest Money Deposit bank guarantee agreement	

**Bidder’s name, signature and seal:**

Place:  
Date:

Signature of Authorized Person  
Designation

Seal