



**PANDIT DEENDAYAL ENERGY UNIVERSITY**  
Raisan village, Koba-Gandhinagar High-way,  
Gandhinagar – 382426, GUJARAT,INDIA

## **Tender Notice**

Sealed Tender bids are invited from reputed / authorized supplier/ manufacturer for supply installation and commissioning of the following items for PANDIT DEENDAYAL ENERGY UNIVERSITY, Gandhinagar, so as to reach the undersigned at the address given below latest by the date and time specified here in below.

<b>Tender No.</b>	<b>Lab Name</b>	<b>EMD(Rs.)</b>	<b>Estimated Cost</b>
<b>PDEU/SOT/EM lab/Mech Dept/WT/21-22/124</b>	<b>Engineering Metallurgy</b>	<b>Rs.25000.00</b>	<b>Rs.25,00,000.00</b>

Bid documents containing complete details, specifications, terms and conditions etc can be downloaded from the PDEU website [http:// www.pdeu.ac.in](http://www.pdeu.ac.in).The download tender document (PDF Format) comprises:

- Part – I : Tender Notice
- Part – II : Technical Specifications (Schedule-‘A’)
- Part – III : Commercial Terms & Conditions

The Technical Bids so received, shall be opened, on the date and time specified here in below at the PANDIT DEENDAYAL ENERGY UNIVERSITY, Raisan Village, Gandhinagar in the presence of the bidders or their authorized representatives those wish to be present.

The Financial bids of only eligible Tenderer(s) shall be opened. The date and time of opening the financial bids shall be announced on our website after scrutiny of the Technical bids.

### **Important Dates:**

<b>Last date and time for submission of Bid</b>	<b>28.01.2022 up to 5.00 p.m.</b>
---	-----------------------------------

### **Important Instructions:**

1. The offer shall be submitted on downloaded tender document only.
2. The Main envelope should contain followed **four envelopes** duly sealed.
  - (a) **EMD Envelope** : This should contain Demand Draft (D.D) for EMD document in favour of PANDIT DEENDAYAL ENERGY UNIVERSITY payable at Ahmedabad.

- (b) **Technical Bid** : Schedule- 'A'
- (c) **General Commercial Terms & Conditions**
  
- (d) **Price Bid** : (Schedule 'B') should contain only Price Bid.

All the four envelopes should be super scribed with tender No., date of opening and Name of the bidder.

- 3. Offer without EMD is liable to be rejected forthwith.
- 4. The Tender, duly completed, should be sent by RPAD or Speed Post or Courier Service (Hand Delivery is not acceptable) so as to reach latest by the date and time specified here in above. Tender received after the due date and time shall be rejected irrespective of delay due to postal service or any other reasons.
- 5. Any technical query, information clarification pertaining to this tender may be referred to Dr. Vishvesh Badheka (Email: Vishvesh.badheka@spt.pdpu.ac.in) OR [purchase@pdpu.ac.in](mailto:purchase@pdpu.ac.in)

**PDPU reserves right to reject any OR all tenders without assigning any reason.**

Sd/-

**Registrar**  
**PANDIT DEENDAYAL ENERGY UNIVERSITY**  
Raisan village, Koba-Gandhinagar High-way,  
Gandhinagar – 382426, GUJARAT,INDIA

**PART-II**

**SCHEDULE-'A'**

**DETAILS TECHNICAL SPECIFICATION FOR ABRASION TESTER (DRY & SLURRY)**

Sr. No.	Name of the Equipment	Specification	Qty
<b>01</b>	<b>ABRASION TESTER ((DRY &amp; SLURRY))</b>	<p><b>Technical specifications</b></p> <p><b>Basic requirements:</b></p> <ol style="list-style-type: none"><li>1. It should comply with ASTM G65 for dry abrasion. Furthermore the instrument design should be flexible and modular for upgradation to slurry abrasion modules (ASTM G105 and B611) on the same platform.</li><li>2. The test unit must have automated loading system and should not use deadweight.</li><li>3. The base unit must facilitate a frictional force sensor to acquire the 3 body friction (between wheel, test block and abrasive particles) in real-time.</li><li>4. Base unit must include with the abrasive particles feeding system with control on the flow rate of abrasive particles.</li><li>5. The instrument must be integrated with panel PC to have a complete control on operation of test methods as needed</li><li>6. Tribometer should offer connected sensors and digital productivity tools complying with industry 4.0 standards to make it a smarter system.</li></ol> <p><b>Control and data acquisition system:</b></p> <ul style="list-style-type: none"><li>• The tribometer should be equipped with computer control interface for effortless test setup as well as real-time data acquisition of friction, load and wheel speed.</li><li>• The software must have a safety interlocks for the speed, load, temperature, and frictional force</li><li>• The software should offer centralized cloud based data storage that assures data traceability. The data storage and security should follow ISO 27001.</li><li>• It should offer user the ability to visualize real-time data during a test from anywhere in the world on the desktop and mobile App.</li><li>• It should offer real-time health monitoring and prognostics capability for tracking instrument usage, minimizing unplanned downtime to ensure maximum availability of instrument.</li></ul> <p><b>Detailed specification:</b></p> <ul style="list-style-type: none"><li>• Loading type: Automated pneumatic loading system</li><li>• Load range : 50 to 300N</li><li>• Speed range: 50 to 250 rpm The speed of the wheel can be varied as per desired conditions</li><li>• Frictional force: 0 to 100 N</li><li>• <b>ASTM G65</b><ul style="list-style-type: none"><li>✓ Abrasive Rounded quartz grain sand as typified by AFS 50/70 Test Sand (ASTM G65)</li><li>✓ Types of wheel: Neoprene or chlorobutyl rubber wheel (Durometer hardness A60) as per ASTM G65</li><li>✓ Wheel size: Ø 228.6 mm X 12.7 mm wide as per ASTM G65</li><li>✓ Test block size: 76 x 25 x (3.2 to 12.7) mm</li><li>✓ Flow rate of abrasive: 300 to 400 grams/min</li><li>✓ Nozzle: SS -304, tip is shaped rectangular cone to produce narrow shape of sand curtain</li></ul></li><li>• <b>ASTM G105</b><ul style="list-style-type: none"><li>✓ Slurry vessel made from SS for better corrosion resistant while using distilled water. It must have a drain port for removing</li></ul></li></ul>	<b>01</b>

slurry. (can be common or separate vessels for both ASTM G65 and ASTM B611)

- ✓ Abrasive Rounded quartz grain sand as typified by AFS 50/70 Test Sand
- ✓ Types of wheel: Neoprene or chlorobutyl rubber wheel with paddles fitted on sides. Three rubber wheels of different shore hardness A -50, A-60 and A-70.
- ✓ Wheel size: Ø 178 mm X 13 mm wide as per ASTM G65

- **ASTM B611**

- ✓ Slurry vessel made from SS for better corrosion resistant while using distilled water. It must have a drain port for removing slurry. (can be common or separate vessels for both ASTM G65 and ASTM B611)
- ✓ Abrasive Aluminum oxide 50 µm size
- ✓ Types of wheel: AISI 1020 steel (80 to 95 HRB), non-heat treated, outer dia. ground to 1.6Ra surface roughness. Four agitating vanes are attached at 90 increment on both sides of wheel
- ✓ Wheel size: Ø 169 ± 0.1 mm X 12.73 ± 0.1 mm wide as per ASTM B611
- ✓ Test block size: 76.5 x 25.4 x 12.7 mm

**Technical evaluation criteria:**

- Supplier should submit datasheet and brochure showing ASTM G65 and upgradable modules (ASTM G105 and ASTM B611) on the same platform
- The supplier should submit detailed test report as per ASTM G65 procedure A, B, C, D and E demonstrating repeatability of volumetric wear on samples with different hardness.
- The software for data analytics and continuous monitoring of the instrument on desktop should be validated and required documentation or screenshots or manual submitted with the offer.
- Microscopic images of AFS 50/70 quarts sand as per the ASTM G 65 must be submitted along the bid.
- The supply must submit the detailed test report of as per ASTM G105 and ASTM B611 using AISI D-2 tool Steel demonstrating the repeatability of volumetric wear on samples.

**Vendor qualifications: (Only vendors meeting the following requirements will qualify):**

- The vendor should be and Original Equipment Manufacturer (OEM). The certificate of the same must be provided along with the bid.
- The vendor must be an ISO 9001:2015 certified company. The certificate of the same must be provided along with the bid.
- The vendor must submit the reference list of quoted instrument supplied to any customer. PO copy/ Execution copy of the same must be provided as a proof.

## PART-III

### GENERAL COMMERCIAL TERMS AND CONDITIONS

#### DEFINATIONS:

- Tenderer/Supplier/Bidder: These terms are synonym and mean the firm who intends or who has submitted offer in response to this tender.
- Tender / Bid Document: means this tender document.
- PDPU: PANDIT DEENDAYAL ENERGY UNIVERSITY having it office at Raisan Village, Gandhinagar-382007 and includes it's successors and assignee.

- 1** The tenderer should thoroughly read all the clauses of the tender document before submitting the duly filled in Tender.

Tenderer shall place the following **ANNEXURES as FIRST EIGHT pages** of their Technical Bid in the following sequence.

FIRST PAGE	ANNEXURE -1
SECOND PAGE	ANNEXURE - 2
THIRD PAGE	ANNEXURE - 3
FOURTH PAGE	ANNEXURE - 4
FIFTH PAGE	ANNEXURE - 5
SIXTH PAGE	ANNEXURE - 6
SEVENTH PAGE	ANNEXURE - 7
EIGHTH PAGE	ANNEXURE - 8

**2** **SUBMISSION OF BID DOCUMENT:**

PDPU follows two bid systems. Tenderer shall submit two separate bids viz.

- a) Techno - Commercial Bid (Technical Bid) **and**
- b) Price Bid as under.

**(a) Technical Bid: This shall be in sealed envelope. It shall be super scribed**

<b>Technical Bid: Tender No.</b>	<b>Name of Bidder:</b>
----------------------------------	------------------------

**It shall contain the following**

- (i) Eight pages as mentioned in condition 1 above and

**TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS:**

[1] Technical Specifications(Part-II) and General Term & Conditions(Part -III) of Tender Document Duly Sign on each page by Authorized Signatory as token of his acceptance.

[2] Audited Accounts of last three years of the firm.

[3] Performance reports if any.

[4] Consent letter from their principals to manufacture such items.

[5] All the testing equipment MUST have been calibrated up to date.

[6] List of customers

- (ii) All the information and supporting documents for (i) above

(iii) Details, Documents, Literature, certificates etc. for the equipment / Material offered.

**(b) Price Bid: This shall be in sealed envelope.**

It shall contain offer price in the form specified in the tender document as Schedule- 'B'. The Printed Price list or price in different format will render the offer liable for rejection. **It shall be super -scribed as:**

Price Bid:	Tender No.:	Name of Bidder:
------------	-------------	-----------------

**c) EMD Envelope:** This envelop shall contain the following:

Demand draft or Bank Guarantee, as the case may be, for EMD supporting document, as mentioned hereof, if bidder seeks exemption in EMD

**It shall be super - scribed as :**

EMD Envelop:	Tender No.:	Name of Bidder:
--------------	-------------	-----------------

**d) Main Envelope: This envelope shall contain envelop of Technical bid, envelop of EMD and Price Bid. It shall be super - scribed as :**

Main Envelop:	Tender No.:	Name of Bidder:
---------------	-------------	-----------------

The entire bid document (Main envelope mentioned above) should be submitted so as to reach this office not later than 02.00 P.M. on due Date as specified in the tender notice through RPAD / Speed post or Courier only

Incomplete bids and amendments and additions to bids after opening of the bids will be ignored out rightly.

The technical scrutiny committee of PDPU shall evaluate the techno-commercial view of the tender. PDPU reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their supplied materials.

**The price bid of those who are techno-commercially qualified shall only be opened.**

**3 PRICE EVALUATION:**

No price preference shall be given on any account. All tenders will be evaluated on firm price end-cost basis; The parties however shall give the detailed break-up of the end cost. If PDPU feels that there is lack of serious competition or for any other reasons, PDPU may negotiate with the L-1 party. PDPU's decision to accept any or all tenders shall be final and binding on all the parties. However, the DG of PDPU or the Authorized committee at its sole discretion reserves the right to negotiate with other tenderer in case the technical specification of some or all products are found to be superior.

**4 EARNEST MONEY DEPOSIT: (E.M.D.)**

E.M.D. is payable @1% of the value of the items offered. The EMD is payable by Demand Draft, of any Nationalized Banks, drawn in favor of the PANDIT DEENDAYAL ENERGY UNIVERSITY, payable at Ahmedabad. If the amount of EMD is more than Rs. 25000/- the same can be paid by an irrecoverable Bank Guarantee from any nationalized Bank in a standard format prescribed by PDPU (Format given in this tender document).

**5 DELAYED AND LATE TENDERS:**

**No Tender shall be accepted / opened in any case which are received after due date and time of the receipt of tender irrespective of delay due to postal services or any other reasons and PDPU shall not assume any responsibility for late receipt of tender. Any correspondence in this matter will not be entertained.**

**6 PRICES:**

The details of the price shall be given in Price Bid (Schedule-B) only and nowhere else. Prices quoted shall be FIRM and on F.O.R. Destination basis (i.e. PDPU,Gandhinagar). However, the Tenderer should indicate in the Price Bid, the break-up of Unit F.O.R. Destination Prices with break-up of Unit Ex-works price ,Excise duty, GST, Custom Duty, average freight, packing charges, and Insurance Charges. Tenderer should quote the Freight as well as Insurance Charges both separately as shown in price bid. Please note that payment of excise duty will be made only on Ex-Work prices. Also, please mention rate of Excise duty. If this is not specifically mentioned then PDPU will have the option to take the prices as exclusive of taxes and duties (at maximum slab rates) for the evaluation of the tenders.

The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is mandatory. Cost components hidden / furnished elsewhere will not be considered and will be ignored out-rightly.

**Only for Traders - Tender:**

[i] In case of a trader-**tender**, if the quotation is furnished for all inclusive rates and the rates of taxes and duties are indicated without indicating the amount, in such cases, the **price** is eligible for statutory variation.

[ii] Where the trader-**tender** quotes all inclusive rates without indicating the rate of Taxes and Duties included in the quoted price, the price is not eligible for any statutory variation.

**7 REFUND / FORFIETURE OF E.M.D**

EMD will be forfeited if (i) the tender, it covers, is withdrawn during the validity of the offer or (ii) the Tenderer fails to furnish / deposit the Performance Guarantee towards Execution Period (security deposit).

EMD of the unsuccessful tenderer's will be returned without intimation within 60 days of placing of the order to the successful Tenderer subject to the unsuccessful bidder returning the original receipt of the EMD together with the advance stamped receipt, to the Accounts Officer of PDPU.

EMD will be returned to the successful bidders, only on their submission of performance guarantee towards execution period against order released to them.

**8 PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD: (i.e. SECURITY DEPOSIT):**

Successful tenderers will be required to pay an amount equivalent to 10% (Ten) of the value of the purchase order as Performance Guarantee (Security Deposit) within 10 days from the date of the purchase order failing which the purchase order is liable to be cancelled at the cost and the risk of the successful Tenderer (at the discretion of PDPU).

It can be paid by Demand Draft drawn in favour of PANDIT DEENDAYAL ENERGY UNIVERSITY payable at Ahmedabad or in the form of Bank Guarantee from Nationalized Bank if the amount is more than Rs.35,000/-.

The Bank Guarantee will be executed on the standard form prescribed by PDPU as APENDIX - I.

The Bank Guarantee so furnished should have clear one time validity till the completion of the order in all respects. Bank Guarantee for Interim period will not be acceptable. If by any reasons the supply period is extended then the supplier shall undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which PDPU will be free to encash the same.

The successful bidder/s shall have also to furnish PG (as specified here of) for the contract value towards warranty / guarantee period separately as applicable as per tender conditions.

Performance Guarantee towards Execution Period (Security Deposit) will be returned on successful completion of the Order and only after the Performance Guarantee towards warranty/guarantee, as mentioned above, is submitted.

**9 VALIDITY OF THE OFFERS:**

The offers shall to be kept valid for a period of 180 days from the date of opening of technical bids. In case the finalization of the tender is likely to be delayed, the tenderers will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.

**10 TRUCK RECEIPT (T.R) / AIRWAY BILL (A.B)**

All the Goods should be dispatched freight paid and the A.B / T.R should be forwarded directly to PDPU Office at Raisan Village, Gandhinagar. The demurrage charges, if any, paid by the PDPU due to delay in informing PDPU or any other reason attributable to supplier, will be deducted from his bill. It is essential that packing notes and invoices are furnished in respect of every consignment.

The supplier will be responsible for any damages / shortage claim rejected by the respective Authorities for want of a clear A.B / T.R.

Materials may be dispatched by any convenient mode of transport and up to PDPU i.e. F.O.R Destination.

**11 PACKING AND FORWARDING CHARGES:**

The prices shall be inclusive of packing & forwarding charges. The Materials should be strongly and adequately packed to ensure safe arrival at destination. The materials dispatched from overseas by Air / Shipping should be packed such that it can withstand rough handling and possible corrosion due to exposure to salt laden atmosphere, salt spray or open storage. All packing must be clearly marked with order Number and consignee's name and address.

**12 TRANSIT INSURANCE:**

All the materials will be required to be supplied up to Destination against all transit risks, such as damage, loss, theft, fire, etc. The insurance period shall cover 15 days after the date of receipt of materials at site to enable PDPU to check up stores fully. The suppliers will be responsible for free replacement of such stores which have been received short, damaged or broken within 15 days.

The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the



responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from PDPU.

**13 ACCEPTANCE OF STORES:**

The equipments/ materials to be supplied against this tender are subject to their acceptance by PDPU or any other Officer deputed for this purpose.

**14 UNLOADING:**

Unless specified otherwise in the purchase order, Unloading of the materials shall be arranged by PDPU.

**15 STATUTORY VARIATION:**

Any statutory increase or decrease in the taxes and duties subsequent to the offer under this tender if it takes place within the original contractual delivery date will be to PDPU account subject to the claim being supported by documentary evidence. No increase due to such variation shall be allowed for the portion of the delivery after the original contractual delivery date. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to PDPU.

**16 PAYMENT TERMS :**

**A. In case of Domestic(i.e. Indian) Supplier the payment Terms as Under :-**

- 70% of Payment only after proper verification of the delivered equipments by the vender.
- Remaining 30% Payment of invoice value within one month on successful installation, Commissioning and training.

**B. In case of Foreign Supplier the Payment Terms is as Under :-**

- 90 % payment through Irrevocable Letter of Credit.
- 10 % payment through Wire Transfer within 5 (five) Working Days after the date of Successful Commissioning and Installation of the System.

**OR**

- 90% payment will be released through wire Transfer within 5 (five) Working Days after receipt of the material.
- 10% payment will be released through Wire Transfer within 5 (five) Working Days after the date of Successful Commissioning and Installation of the System.

**OR**

- 100 % through Wire Transfer within 5 (five) Working Days after the date of Successful Commissioning and Installation of the System.

- **Installation:** - All arrangement for installation must be made by concern Vender.

**17 REPEAT/ADDITIONAL ORDERS:**

PDPU reserves the right to place repeat order / additional order on the successful tenderers up to 25% of the original quantity of the P O at the same prices, terms and conditions stipulated in the original contract during three months from the date of Purchase Order.

**18 DELIVERY PERIOD:**

The Tenderers will have to quote a firm delivery period subject to the force Majeure conditions as accepted by PDPU. Tenderer should mention their delivery period. Time being the essence of this tender, delivery period shall be strictly adhered to. Delay in execution of order on account of any reasons will be subject to levy of penalty.

**19 PENALTY FOR LATE DELIVERY:**

**In case, the materials are not delivered within the period stipulated in the order, penalty shall be levied at ½% per week on the prices (End cost excluding taxes) subject to maximum 10% reckoned on the value of late delivered supplies.**

Due consideration will be given to waive levy of penalty for the reasons absolutely beyond suppliers control for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made available within one month on completion of the supply, and no request to waive levy of penalty will be entertained / reviewed during the execution of order.

**20 EXTENSION IN CONTRACTUAL DELIVERY DATE:**

It will be supplier's responsibility to ensure that goods are delivered within the stipulated delivery period. However, if PDPU may consider extension of delivery period with or without statutory variations, for the reasons beyond the control of the tenderer and subject to the Penalty as mention hereof.

Such extension will be subject to the following conditions.

[a] No increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, GST or on account of any other tax or duty shall be admissible on the material delivered after the original contractual delivery date.

[b] Notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date shall be admissible on material delivered after the original contractual delivery date.

[c] Nevertheless, PDPU shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, GST or on account of any other tax or duty or on any other ground as stipulated in the P.O., which takes place on or after the contractual delivery date of the said P.O. for the material delivered after the original contractual delivery date.

**21 REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT:**

In the event of any material or part thereof found broken or damaged or received short during transit or during installation or Commissioning or testing at site, before commissioning in service the suppliers shall replace the same free of cost. However, PDPU will recover amount equivalent to the cost of such damaged / broken / short supplied materials and will repay when actual replacement is given.

**22 POST TENDER CORRESPONDENCE / ENQUIRIES:**

The Tenderer will be refrain from pursuing / canvassing the matter, directly or indirectly with any Office of PDPU as otherwise the same would amount to disqualification of the tender.

**23** PDPU shall have the right to make any changes, additions / deletions or modifications in any terms / conditions or quantity of the tender and / or specifications as may be deemed necessary by PDPU at its sole discretion at any time before the due date of opening of the tender.

**24** PDPU does not accept the printed conditions of any Tenderer. It will be ignored without any reference; hence tenderers should withdraw such printed conditions if they have any. PDPU shall accept only unconditional tender.

- 25 If technical deviations furnished by the Tenderer are not agreeable to PDPU, the offers may be ignored. However it will be solely at discretion of PDPU to consider the technical deviations OR not for considering the Tenderer. No correspondences of the Tenderer will be entertained in this matter.
- 26 Please indicate whether the goods offered are first sale or second sale so as to determine the payment of GST.
- 27 Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.
- 28 Tenderers shall indicate the name of their partners of their manufacturing firm.
- 29 Tenderer should specifically mention in the offers the name of the Partners / Proprietor / Directors who is / are the signing authority.

**30 GUARANTEE:**

If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by the tenderer free of charge if reported within 24 months from the date of commissioning of equipments whichever is earlier. Tenderer will be responsible for the proper performance of the equipments / materials for the respective guarantee period.

**31 APPROVAL:**

The goods shall be subject to the approval of PDPU after receipt of the Material at site.

- 32 PDPU would prefer the offers from manufacturers directly. All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This should be strictly adhered.

PDPU reserves the right to inspect, suppliers factory at any time during the currency of the contract in case order is placed on supplier and also to inspect manufactured material before testing / packing / dispatch.

- 33 If in any company, the interest of any employee of the PDPU. or his relative as defined in Section VI of the Company's Act. 1956, is 10% or more, PDPU will not deal with such company at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would disqualify the Tenderer for further dealing with PDPU.

**34 TERMINATION OF CONTRACT:**

In case, the supplier fails to deliver the stores / materials / equipments or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, PDPU shall exercise its discretionary power as under:

[a] To recover, from the supplier as agreed, by way of penalty clause above,

or

[b] To purchase from elsewhere, after giving notice of 15 days to the supplier, on his account and his risk

or

[c] To cancel the contract.

or

[d] PDPU at any time terminate the contract by giving written notice to the qualified Bidders/Tenderer without compensation to the qualified tenderer, if he become bankrupt or otherwise, insolvent or in case of dissolution of firm or winding up of company provided that such termination will not prejudice or effect any right of action or remedy which has

thereafter to the University.

In the event of the risk purchase of stores of similar description, the opinion of PDPU shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall be liable to pay for any loss which PDPU may sustain on this account

Further, "PDPU" reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice or not less than period of ONE month. Suppliers will not be entitled for any compensations / damages / losses, refund by PG whatsoever, on account of such termination of the Contract."

**35 ARBITRATION:**

All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation to there and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the PDPU, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act. 1996 as amended from time to time and the rules made there under.

**36 JURISDICTION:**

All questions, disputes or differences arising under, out of or in connection with the Tender / Contract shall be subject to the exclusive jurisdiction of Ahmedabad court.

**37** If the tenderer is an Agent, he will have to give information and declare the name of the principal from which he will source the materials along with company's written confirmation about quality and backup performance guarantee. Only on getting complete information from Agent, such offer, if found suitable, shall be considered.

**38** PDPU reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons.

In case PDPU finds that there is an attempt of cartel in the prices, PDPU reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.

**39** PDPU reserves the right to increase or decrease the quantity against each item/s while placing the order.

**40** The names of the Partners / Directors / Sole Proprietors and responsible person and his updated Address / Telephone, Fax Numbers etc. should be invariably mentioned in the Annexure provided for this purpose in this document.

**41** The Tenderer must give in his offer, the full name and address with phone, Fax & mobile numbers of the Authorized Representative to do liaison work with PDPU on their behalf.

**42** The tenderers should invariably write the name and address of the Company, both on sealed covers of EMD, Technical & Price Bids. The tender covers without the name and address will not be opened.

**43** The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) along with company seal and signature of the Tenderer on each and every page / papers of the tender documents.

**44** Tenderer should invariably fill up all the details of all the Annexure/s including the prices in the Price Bid Annexure of this tender document and should be duly signed by authorized signatories with their rubber stamp and along with Company's seal / stamp affixed on each

paper.

- 45 If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if PDPU suffers any financial loss due to this, then PDPU will be at liberty to adjust the amount from other orders of the same firm or by encashing the Bank Guarantee.
- 46 All the tenderers must ensure that all the relevant documents / papers submitted with the tender should be serially numbered, properly bounded / tied together and properly documented.
- 47 All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.

-----x-----x-----x-----x-----

**E. M. D. BANK GUARANTEE FORMAT**

**FOR TENDER NO. PDPU / \_\_\_\_\_ -**

**APPENDIX - I**

**(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)**

Messer's WHEREAS \_\_\_\_\_ (Name & Address of the Firm) having their registered office at \_\_\_\_\_ (Address of the firms Registered office) (Hereinafter called the "Tenderer") wish to participate in the tender No. \_\_\_\_\_ for \_\_\_\_\_ of \_\_\_\_\_ (Supply/Erection/Supply & Erection Work) (Name of the material/equipment/Work) for \_\_\_\_\_ PANDIT DEENDAYAL ENERGY UNIVERSITY and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (Mention here date of validity of this guarantee which will be **4 (FOUR)** months beyond initial validity of Tender's offer) is required to **be submitted by the tenderer along with the tender.**

We, \_\_\_\_\_  
(Name of the Bank and address of the Branch giving the Bank Guarantee)  
having our registered office at \_\_\_\_\_ (Address of Bank's registered office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and Unconditionally to pay within 48 hours on demand in writing from the PANDIT DEENDAYAL ENERGY UNIVERSITY or any officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (Amount of E.M.D.), (Rupees \_\_\_\_\_) \_\_\_\_\_ (In words) to the said PANDIT DEENDAYAL ENERGY UNIVERSITY on behalf of the Tenderer.

We \_\_\_\_\_ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the tenderer within its validity or Non submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the PANDIT DEENDAYAL ENERGY UNIVERSITY would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ (Mention here the date of validity of Bank) and shall not be terminable by notice or by Guarantee) change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the tenderer and the PDPU.

NOT WITH STANDING anything contained hereinbefore our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Amt. of E.M.D.) (Rupees \_\_\_\_\_) \_\_\_\_\_ (In words). Our Guarantee shall remain in force till \_\_\_\_\_ (Date of validity of the Guarantee).

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

SIGNATURE OF THE BANK'S  
AUTHORISED SIGNATORY WITH  
OFFICIAL SEAL

**ON STAMP PAPER OF RS.100/-**

**FORM OF BANKER'S UNDERTAKING**  
**[For Performance Guarantees (PG) as per clause no.8 of commercial terms and conditions]**

We, Bank of \_\_\_\_\_ hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the **PANDIT DEENDAYAL ENERGY UNIVERSITY**. or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. \_\_\_\_\_ (in words) Rupees \_\_\_\_\_ to the said **PANDIT DEENDAYAL ENERGY UNIVERSITY** on behalf on M/s. \_\_\_\_\_ who have entered into a contract for the supply/works specified below:

P.O. (A/T) No. \_\_\_\_\_ dated \_\_\_\_\_.

This agreement shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“NOTWITHSTANDING” anything contained herein before our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_.

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	SIGNATURE OF THE BANK'S AUTHORISED SIGNATORY WITH OFFICIAL ROUND SEAL
--	---

**ANNEXURE - 1**

I / WE, confirm that following documents are attached with the technical bid of the offer and should be placed as a **First page** of offer.

<b>Sr. No</b>	<b>Details</b>	<b>Confirmation (Tick <math>\checkmark</math> any one)</b>
<b>1</b>	Firm's details as per "Annexure -2"	YES / NO
<b>2</b>	"Annexure -3"	YES / NO
<b>3</b>	Delivery schedule as per "Annexure- 4"	YES / NO
<b>4</b>	Past experience details as per "Annexure-7"	YES / NO
<b>5</b>	PDPU technical specification duly signed and with seal of firm.	YES / NO
<b>6</b>	Undertaking-"Annexure-5"	YES / NO
<b>7</b>	Technical & Commercial Deviation- "Annexure-6"	YES / NO
<b>8</b>	Experience Certificate-"Annexure-7"	YES / NO
<b>9</b>	Conformation of Tender Condition-"Annexure-8"	YES / NO

**Signature of the Tenderer**



**ANNEXURE - 2**  
**DETAILS OF THE FIRM**

**Tenderer shall provide all the details in this form and shall be placed as a Second Page of the bid.**

Supplier Name			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Undertaking / Central Govt. undertaking		(Indicate the relevant status)	
GST No. and GST Date			
CST No. and CST Date			
Excise No. and Excise Date			
Financial Turnover for Past 3 Years (Rupees in Lacs (10 <sup>5</sup> ))	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
Custom No. and Date (If applicable)			
Address of	Registered Office	Factory / Works	Authorized Representative
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Off.)			
Phone Nos.(Res.)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			
Specimen signature			

**Signature of the Tenderer**

### ANNEXURE-3

Tenderer shall fill up following details and shall be **Third page** of the Technical Bid

1	PRICES: [FIRM ONLY] (Please Specify YES / NO.)	
2	EXCISE DUTY: [SINGLE SLAB ONLY] (Please Specify INCUSIVE / EXCLUSIVE / EXEMPTED)	_____ %
3	GST: [IN PERCENTAGE] (Please Specify INCUSIVE / EXCLUSIVE / EXEMPTED)  Please quote your GST Registration No. & Date.	_____ %
4	PENALTY TERMS AGREED : (Please Specify YES / NO.)	
5	PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS : AGREED: (Cl.no.8) (Please Specify YES / NO.)	
6	PERFORMANCE GUARNTEE TO COVER WARRANTY PERIOD TERMS AGREED: (Wherever applicable):(Please Specify YES / NO.)	
7	VALIDITY OF THE OFFER AGREED: (Please Specify YES / NO.)	
8	PAYMENT TERMS AGREED: (Please Specify YES / NO.)	
9	ITEMS OFFERED :(Yes/No)	

**Signature of the Tenderer**

**ANNEXURE - 4**

**Details of the Items and Qty. offered as a Fourth Page of offer.**

<b>Sr. No.</b>	<b>Details of the Items / Equipments Offered</b>	<b>Quantity Offered</b>	<b>Status: Supplier/Manufacturer</b>

**Signature of the Tenderer**

**ANNEXURE - 5**

**(UNDERTAKING IN REGARD TO STOP DEAL / BLACK LIST THEREOF) and should be placed as a Fifth page of offer.**

**Sub: Undertaking in regard to Stop Deal / Black List Thereof.**

**Ref: Tender No. PDPU / \_\_\_\_\_.**  
.....

All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender along with the Technical Bid.

-----

I / We \_\_\_\_\_  
Authorized signatory of M/S \_\_\_\_\_ here by certify that M/S  
\_\_\_\_\_ is not stop deal / black listed by PDPU for the  
tendered item.

Seal of the Firm

**Signature of the Tenderer**

**ANNEXURE - 6**

**TECHNICAL AND COMMERCIAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS ANNEXURE ONLY AND TO BE SUBMITTED WITH TECHNICAL BID.**

[Empty box for technical and commercial deviations]

We confirm that the product offered under this tender complies with all the Technical Specifications, except the deviations mentioned above.

We also confirm that there are no commercial deviations other than mentioned above

**Signature of the Tenderer**

**ANNEXURE- 7**

**DETAILS OF THE EXPERIENCE FOR SUPPLY OF SIMILAR TYPE OF ITEMS IN LAST THREE YEARS FROM THE DUE DATE OF TENDER:**

<b>Sr. No</b>	<b>ITEMS SUPPLIED TO</b>	<b>ORDER REFERENCE No. &amp; DATE</b>	<b>ITEMS</b>	<b>Qty.</b>	<b>ORDER FULLY EXECUTED. YES/NO</b>	<b>STATUS, IF ORDER UNDER EXECUTION</b>	<b>REMARKS</b>
1)							
2)							
3)							
4)							
5)							

**Signature of the Tenderer**

**ANNEXURE - 8**

Subject: Supply of \_\_\_\_\_

Reference: Tender enquiry No. PDP/ /  
Due on date: / / 200 .

In connection with the above subject and reference I/ We confirm the following:

1. I / We, the undersigned have read and examined the Tender Specifications and commercial terms and conditions of tender under reference.
2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure No.7).
3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except mentioned in the Annexure-7), our offer shall be outrightly rejected without assigning any reason thereof.

Seal of the Firm

**Signature of the Authorised  
Representatives of the firm**

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

**PANDIT DEENDAYAL ENERGY UNIVERSITY**

Raisan village, Koba-Gandhinagar High-way,  
Gandhinagar – 382426, GUJARAT, INDIA

**SCHEDULE – ‘B’ (Price Bid Format)**

Sr. No	Description of materials with details of specification	PDPU Bid. qty.	Qty. offered by tenderer	Unit Ex-works In #.	Unit insurance charges in #.	Unit Freight & Packing charges in #.	Unit Custom Duty in #.	Unit Excise Duty in #.	GST in #.	Unit End Cost price in #.
1	2	3	4	5	6	7	8	9	10	11

**Note :-**

- ‘#’ Tenderer shall mention the Currency.
- In case the price quoted in Foreign Currency (Other than INR),for the purpose of comparison the Exchange Rate prevailing on the date of opening of Price Bid as notified by Custom Department, Government of India will be considered.

**Remarks:**

I / We agree to supply the articles mentioned above at the rates herein tendered by me / us subject to the condition of this tender which I/We have carefully read, understood and agree.

I / We here by agree to keep this offer open for 120 days after the returnable date of the tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

Date:

Yours sincerely,

(Signature of Tenderer)  
(With Company's Round Seal)