

**DBF Dayanand College of Arts and Science,
Solapur-413002, Maharashtra**

Website: <http://dayanandsolapur.org>

Tender Notice

DBF Dayanand College of Arts and Science, Solapur invites tender for the purchase of scientific instrument “**AC Susceptometer**” from manufacturer / authorized dealer for DST - SERB project to **Dr. G. S. Shahane**, Department of Electronics. Tender form and details of terms and conditions are available on the college website <http://dayanandsolapur.org>. The last date for submission of tender at college office will be 16/10/2014 up to 4.00 pm. College authority reserves the right to accept or reject any or all tender without giving any reason.

Date: 26/09 /2014

Ref: DBF/ELE/SERB/1113

Dr. S. K. Vadagbalker

Principal



**DBF Dayanand College of Arts and
Science, Solapur (Maharashtra)**

Tender Form for AC Susceptometer

Tender Form Fee: Rs. 500/-

Seal & Signature of the Vender



DBF DAYANAND COLLEGE OF ARTS AND SCIENCE, SOLAPUR

TENDER NOTICE

DBF Dayanand College of Arts and Science, Solapur invites Tenders for the purchase of **AC Susceptometer** from Manufacture /Authorized Dealer in item rate tenders in our printed tender document. Information regarding work and the blank tender forms on payment of Rs. 500/- will be issued by the office from 26/09/2014 to 16/10/2014 up to 3:00 pm or can be downloaded from the college website in which case a DD worth Rs. 500/- (Five Hundred only) should be drawn in the name of Principal, DBF Dayanand College of Arts and Science, Solapur. Sealed tender should be received in the office of the DBF Dayanand College of Arts and Science, Solapur up to 4:00 pm on 16/10/2014. And if possible the tenders will be opened in the presence of officials, dealer or their representatives on the same day at 4.30 pm. Late submitted tenders will not be considered. The Demand Draft of Nationalized Bank for earnest money of Rs. 5,000/- shall be submitted in the name of Principal, DBF Dayanand College of Arts and Science, Solapur along with the tender. The College has right to accept or reject any tender without giving any reasons. This tender is issued considering the terms and conditions that are binding on the dealer. All the Govt./Levi/Taxes imposed will be borne by the Dealer.

- Earnest Money Deposit - Rs. 5,000/- (Refundable)
- Security Deposit - Rs. 5% of work order (Refundable)
- Blank Tender Form Cost - Rs. 500/- (Non Refundable)

Date: 26/09/2014

Dr. S. K. Vadagbalkar
Principal

Seal & Signature of the Vender



DBF Dayanand College of Arts and Science, Solapur

(To be filled by the Vendor / Bidder)

1. Reference of Tender Notice and Date: _____

2. Name of the Suppliers/Contractor: _____

3. Full Address: _____

4. Telephone /Mobile No: _____

5. Email Address: _____

6. PAN No.: _____

7. Experience : _____

(Attach work done certificate)

8. In case of Tender form downloaded from Website

a) Bank Name: _____

b) D.D. No. & Date: _____

9. Details of EMD of Rs.5,000/-

a) Bank Name: _____

b) D.D.No. & Date: _____

10. Terms and Conditions are : Yes/No
whether acceptable or not

Seal & Signature of the Vender

TERMS AND CONDITIONS OF THE TENDER

1) Price / Taxes:

Prices stated in this agreement are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The Vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to this order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable sales, excise, value-added or similar taxes until and unless specified in the schedule.

2) Acknowledgement and Acceptance of agreement:

This agreement constitutes an offer from the college and is expressly limited to the Terms and Conditions contained herein. The Terms and Conditions of the agreement are those that apply to the purchase of materials, items, products, components or services (hereinafter referred to as "Material"). All exhibits, attachments, technical specifications, drawings, notes, instructions, or information referred in the agreement are incorporated herein by reference.

3) The Vendor as an Independent Contractor:

The Vendor shall perform the obligations of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the college. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Vendor expressly waives any and all rights which may or may not exist to claim any relief under the college's comprehensive insurance policy, worker's compensation or unemployment benefits

4) Delivery:

At D.B.F. Dayanand College of Arts and Science, Solapur and within **One Months** from the date of receipt of Purchase order. If any Material is not delivered by the date specified therein, the College reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed upon by both the parties. The college shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

If the Vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the college, at its option, may elect to take delivery of Material in its unfinished state and to pay such proportion of the contract price as it deemed reasonable.

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5) Reproduction of Documentation:

The College shall have the right at no additional charge to use or incorporate all or portions of material found in the Vendor's literature and/or reproduce the Vendor's applicable literature such as operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. The Vendor agrees to advise the college of any Updated Information relative to the foregoing literature and documentation with timely written notice.

6) Rescheduling:

The college may without liability at least fourteen (14) days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within ten (10) working days) of any necessary rescheduling.

7) Shipping, Packaging and Labeling:

All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice and where incorporated, the college's packaging specification.

8) Changes / Amendments:

The college shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the college unless sufficiently justified by a vendor and accepted by the college in a form of amendment/ Change Order issued and signed by the college.

9) Inspection and Acceptance:

All Material covered by this order may be inspected and tested by the college or its designee at vendors cost. If deemed necessary by the college, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the college during the performance of the order. If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the college may, by written notice to the Vendor:

- (a) Rescind the purchase/Supplying order as to such non-conforming Material;
- (b) Accept such material at an equitable reduction in price;
- (c) Reject such non-conforming material and require the delivery of suitable replacements.
- (d) If the vendor fails to deliver suitable replacements promptly, the college, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned there by, or terminate this order for default.

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No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the college in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

10) Invoicing / Payments / Set-Offs:

After each completion of Supply / Purchase order, the Vendor shall send duplicate invoices including and advanced stamped receipt item number to the college's concern department. Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this agreement. The college shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the college with respect to this agreement.

11) Term of payment:

- i) On completion of entire supply & installation of equipment as per supply order and after due verification of material and satisfactory report of the concerned authority, bill will be paid.
- ii) Earnest Money Deposit credited along with tender shall be converted as a security deposit (5 % of estimated cost) and supplier shall have to credit balance amount of security deposit either in cash or in the form of Bank Guarantee of Nationalized Bank while submitting agreement. The amount of security deposit shall be released after expiry of warranty.
- iii) In case of substandard material the first party shall have to replace same within 7 days otherwise penalty of Rs. 200/- per day will be charged and 2% penalty at the cost of material due to substandard supply.
- iv) Payment to be made to the first party will be subject to the deduction of taxes applicable at source at the rate in force from time to time.

12) Selection of the Bidder:

For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid & must be submitted in separate sealed envelopes.

Technical bid should contain,

- a. Detailed broacher of the Company including other details as asked.
- b. Client list and work done list.
- c. IT Return of the last year, PAN Card etc.
- d. Vat Registration Certificate
- e. DD/College cash receipt for EMD amount
- f. Tender form fee in case of website version.
- g. The form of the "Terms and Conditions" should be duly filled and signed by authorized person.

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It is only when the information about the company in technical bid is found satisfactory; the commercial part will be opened.

Commercial bid should contain price of the material required to be supplied as per Schedule "A" as supplied by the college along with the Tender form, duly filled and signed by the authorized person.

Vendors should clearly mark on the both sealed envelopes "**Tender for Purchase AC Susceptometer**" and "Commercial / Technical Bid" on the respective envelope at left corner. While the above procedures laid down the overall guidelines, DBF Dayanand College of Arts and Science, Solapur reserves the right to select the vendor based on other parameters at its discretion.

13) Delivery of Tender:

The completed tender should be delivered at the Inward Section of the DBF Dayanand College of Arts and Science, Solapur on or before **16/10/2014, 4:30 p.m.**

14) Performance Security:

On receipt of notification of award from the college, the successful Bidder shall furnish the performance security at 5% of the cost of the material to be ordered in the form of Cash or DD in favour of "The Principal, D.B.F. Dayanand College of Arts and Science, Solapur" or in the form of Bank Guarantee or in another form acceptable to the college. Failure of the successful bidder shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid Security, in which event the College may make the award to the next lowest evaluated bidder or call for new bids.

15) Liquidated damages for delayed Supply:

If vendor fails to deliver any of or all products or does not perform the services within the period specified in the contract, the second party shall, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 0.5% of the price of undelivered stores at the agreed price for each week to maximum limit of 5% of the value of stores so undelivered. Once maximum is reached, the second party may consider termination of contract.

16) Assignment / Subcontracting /sublet:

The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the college.

17) Cancellations:

The college may cancel this agreement in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent at least seven (07) days prior to the delivery date specified on the face of this order.

The college may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Vendor, effective when sent, in the event that the Vendor:

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- (a) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- (c) files a voluntary petition in bankruptcy; or
- (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- (e) voluntarily ceases trading; or
- (f) merges with or is acquired by a third party; or
- (g) Assigns any of its rights or obligations under the Order to a third party without the college's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the college may have in Law or in Equity, the college may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the college such work in progress or completed material as may be requested by the college. The college shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the college prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the college.

18) Warranty:

Warranty period will be for **01** year from the date of successful installation of equipment. The second party shall notify in writing a claim arising under the warranty and first party shall have to repair and replace goods within a period of warranty. The Vendor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry as per Indian Standard Institution (ISI) or similar standard. The Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the college.

- (a) In addition to any other express or implied warranties, the Vendor warrants that the material furnished pursuant to this order will be:
 - i. free from defects in title, workmanship and material;
 - ii. free from defects in design except to the extent that such items comply with detailed designs provided by the college; of merchantable quality and suitable for the purposes, if any, which are stated in the tender/quotation.
- (b) If any material covered by this agreement is found not to be as warranted, the college may, by written notice to the Vendor:
 - i. Reject such defective material and require the delivery of suitable replacements.
 - ii. If the Vendor fails to deliver suitable replacements promptly, the college, with notice of seven business days, may replace or correct such material and charge the Vendor the additional cost occasioned.
- (c) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered.

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19) This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the Material. Nothing herein, however, shall limit the college's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.

20) Rights granted to the College in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

21) Patent Indemnity:

The Vendor agrees to indemnify, hold harmless and defend the college, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the college's) associated herewith. The college reserves the right to be represented in any such action by its own counsel at its own expense.

22) Indemnity:

The Vendor will indemnify, defend and hold the college, its and students harmless from any loss, expense, claim or damage including reasonable defense costs, arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors. The college reserves the right to be represented in any such action by its own counsel its own expense.

23) Compliance with Laws:

By acceptance of this agreement, the Vendor agrees to comply with the requirements of the existing laws. The Vendor also agrees to comply with the Fair Faber Standards Act and the Occupational Safety and Health Act and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor further agrees to indemnify and hold the college and its customers harmless from any loss or damage that may be sustained by the college, by reason of the vendor's failure to comply with any laws, ordinance, regulations and codes.

24) Tenders received late, incomplete tenders and tenders not in conformity with our prescribed specification, terms and conditions will be rejected. DBF Dayanand College of Arts and Science, Solapur will not be responsible for delay, non receipt/non-delivery of tender documents or loss of documents in transit.

25) Laws of the Contract: This agreement shall be governed by and interpreted in accordance with the laws existence and the Jurisdiction of Solapur.

I/We have read all the enclosed Terms and Conditions carefully and ready to accept and according to that I/We are submitting herewith the tender.

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DBF Dayanand College of Arts and Science, Solapur

Annexure- A

AC Susceptometer Specifications

Sr. No.	Particulars	Total Cost
1	<p>AC Susceptometer (High temperature Measurement Setup) Range: RT to 600°C</p> <ol style="list-style-type: none"> 1. Electronic Unit consisting of AC Susceptibility Measuring System, Temperature Controller and Data Acquisition Module 2. Sample Holder- Quartz make 3. Solenoid and Pickup Coil Assembly 4. Quartz- Platinum Furnace Assembly with Glass Water Jacket 5. Programmable Furnace Power Supply 6. Personal Computer and Printer 7. Software Program for data acquisition and plotting 	

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