



तेजपुर विश्वविद्यालय / TEZPUR UNIVERSITY

(केंद्रीय विश्वविद्यालय / A Central University)

कुल सचिव का कार्यालय / OFFICE OF THE REGISTRAR

तेजपुर-784028 :: असम / TEZPUR-784028 :: ASSAM

15. **Quality Certificates:** Valid certificate to prove that the products are genuine and of International standard, as mentioned below, must be uploaded: (a) Manufacturer's certificate; (b) ISO/ISI certificate.
16. **Performance Bank Guarantee:** If PO value is above Rs.5 Lakhs, the successful bidder, to whom the PO is placed, shall furnish an unconditional Performance Bank Guarantee from a scheduled Bank of India, for 10% of the Purchase Order value, alongwith the Bill/Invoice. The format for PBG if required; will be provided on request. In case of foreign purchase, the local Agent shall submit the PBG. Where the PBG is to be necessarily given by a foreign bank it shall be endorsed by its counterpart in India. Validity of the PBG, which shall be effective from the date mentioned therein, shall be *warranty period + 2 months before and 3 months after the warranty period*.
  - a. **By submitting the PBG, the vendor is understood to have guaranteed that,**
    - i. The Purchase Order (PO) shall be executed as per terms and conditions mentioned therein.
    - ii. The vendor shall at his/their own cost rectify/replace the defects, if any, during the guarantee period.
    - iii. The guarantee is to the extent of 10% of the order value.
  - b. **Condition for invoking PBG:** In case of failure to comply with the guarantees above, Tezpur University, Napam, Tezpur may terminate the contract / purchase order in whole or in part and forfeit the PBG. In addition, Tezpur University, Napam, Tezpur, at its discretion, procure upon such terms and in such manner as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier/vendor shall be liable to compensate Tezpur University, Napam, Tezpur for any extra expenditure involved."
17. **Genuine Pricing:** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to Universities/IITs/Institutes and other Government Organization.
18. **Payment:** 100% payment after successful delivery, installation and commissioning and acceptance by the user. *Please note that as per University's norm advance payment is not allowed for indigenous purchase.*
19. **PENALTY FOR DELAYED DELIVERY:** The date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning, the vendor shall be liable for a penalty deduction as per prevailing rule
20. Demonstration may be sought from the vendors for authentication of quoted specification.
21. The University is exempted from paying Custom and Excise duty.
22. Warranty/Guarantee period should be specifically mentioned in the quotation.
23. No Advance payment will be made. However, for foreign supplies, advance payment will be made either by LoC. In such cases 10% Performance Bank Guarantee should be submitted before opening of the LoC.
24. Items of Foreign origin should have Insurance up to installation on site.
25. The University reserves the right to accept or reject any or all the quotations without assigning any reason.
26. Irresponsive/incomplete quote will be rejected.
27. **Award:** The Final Award will be given to the vendor, selected by the Purchase Committee on the lowest quote basis.
28. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on Tezpur University.

*Signature*



तेजपुर विश्वविद्यालय / TEZPUR UNIVERSITY

(केंद्रीय विश्वविद्यालय / A Central University)

कुल सचिव का कार्यालय / OFFICE OF THE REGISTRAR

तेजपुर-784028 :: असम / TEZPUR-784028 :: ASSAM

29. **Enquiry during the course of evaluation not allowed:** No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (Tezpur University) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.

30. **Force Majeure:**

If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned that party shall be under no obligation to perform the agreement under order after giving notice of 15 days from the date of such an event in writing to the other party, and the events referred to are as follows:

- I) any law, statute or ordinance, order action or regulations of the Government of India,
- II) Any kind of natural disaster, and
- III) Strikes acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.

**Termination for default:** Default is said to have occurred

- a. If the equipment or any of its component is found having poor workmanship, faulty designs, poor performance and bad quality of materials used.
- b. If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by Tezpur University.
- c. If the supplier fails to perform any other obligation(s) under the contract.
- d. Under the above circumstances Tezpur University may terminate the contract / purchase order in whole or in part and forfeit the EMD/PBG as applicable. In addition to above, Tezpur University may at its discretion also take the following actions: Tezpur University may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate Tezpur University for any extra expenditure involved towards goods and services obtained. Besides, the Vice-Chancellor, Tezpur University, reserves the right to impose any other form of penalty as deemed fit including blacklisting of the vendor.

31. **Selection criteria:**

i. **Evaluation Criteria:**

To ensure that each bidder has the necessary qualifications and resources to fulfil its obligations under the contract, the following criteria shall be evaluated. The Eligibility, Financial, Experience & Support criteria should be passed before the technical criteria. Technical criteria will be evaluated and ranked by the award of ACCEPT and/or REJECT. Only the ACCEPTED vendors will be considered for price bid. In case a joint venture makes a bid, any one of the members of the joint venture need to be qualified for each of the criteria mentioned below.

ii. **Eligibility Criteria:**

- a. The bidder or the OEM should not be blacklisted by Tezpur University or any other Educational /R&D/ PSU/ Govt organizations. A certificate or undertaking to this effect must be submitted.

**Note:** The bidders should provide sufficient documentary evidence to support the eligibility criteria.

*Signature*