



**E-PROCUREMENT DOCUMENT**

**FOR**

**Supply, Installation, Testing and Commissioning of Shadow-less Ceiling Focus  
Lights with Display Integration and Storage**

**Estimated Cost: Rs.06,60,800.00**

**Shri Krishna AYUSH University, Kurukshetra  
(Two Bid System)**

**February 2026**

Tender No. SKAU/IASR/2026/02

## Shri Krishna AYUSH University, Kurukshetra

### NOTICE INVITING E-TENDER

Tender No: SKAU/IAS&R/2026/02

The University invites online tenders (through e-tendering) for below mentioned work in two cover system i.e. Request for Pre-Qualification/ Technical Bid (Online Bid under PQQ/Technical) and request for Financial Bid (comprising of price bid):-

Sr. No.	Name of Work	Starting Date & Time	Estimated Amount/ EMD/ Tender Document Fee & eService Fee (Approx.) in Rupees	Website of the department	Nodal Officer
		Closing Date & Time			
		Technical opening Date & Time			
		Opening of financial Bid Date & Time			
1.	Supply, installation and testing and commissioning of Shadow-less Ceiling Focus Lights with Display Integration and Storage	10.02.2026 at 11:00 Hrs	6,60,800/- 20,000/-  1,000/- 1180/-	<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>	Prof. (Dr.) Rajender Singh, Shri Krishna AYUSH University, Kurukshetra  9416662761 etender@skau.ac.in
		03.03.2026 at 11:00 Hrs		and	
		03.03.2026 at 15.30 Hrs		<a href="http://www.skau.ac.in">www.skau.ac.in</a>	
		After Technical Bid Evaluation of Tender.		(Tender Document made available)	

Note: For details (E-Tendering) please visit <https://etenders.hry.nic.in>

Deputy Registrar (P&S)  
for Registrar

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**SECTION I: NOTICE INVITING TENDER**



## Shri Krishna AYUSH University

Umri Road, Sector-8, Kurukshetra, Haryana-136118

Website:-[www.skau.ac.in](http://www.skau.ac.in), E-Mail ID- [etender@skau.ac.in](mailto:etender@skau.ac.in)

No. SKAU/IAS&R/2026/02

### **NOTICE INVITING E-TENDER- (Detailed)**

Registrar, Shri Krishna AYUSH University, Kurukshetra for & on behalf of Vice-Chancellor, Shri Krishna AYUSH University, Kurukshetra invites online bids in Two Packet System (S-1, E-2) on prescribed forms from bonafide Firms/ Companies/ Agencies having requisite experience and financial capacity for execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/ corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities etc. in the bid document.

1. The brief particulars of the Project and the tender are as follows in the Key Information Table (KIT):

Sr. No.	Particular	Details/Reference of Clause	
1.	Tender No.	<b>SKAU/IAS&amp;R/2026/02</b>	
2.	Scope of Work	<b>Supply, installation testing and commissioning of Shadow-less Ceiling Focus Lights with Display Integration and Storage</b>	
3.	Estimated Cost of Work	Rupees 6,60,800.00	
4.	Earnest money deposit	Rupees 20,000/- only	
5.	Cost of tender document	Rupees 1000/- only	
6.	E-service fee	Rupees 1180/-only	
7.	Account number of the University IFSC Code Bank Name Branch Address	39092298646 SBIN0000724 State Bank of India Railway Road, Thanesar, Kurukshetra	
8.	Completion Period	60 days	
9.	Publishing Date	10.02.2026	at 11.00Hrs
10.	Bid Document Download/ Start Date	10.02.2026	at 11.00Hrs
11.	Pre-bid Meeting Date, Time & Venue	24.02.2026 at 11:00Hrs, Conference Hall, SKAU, Kurukshetra	
12.	Email for receiving Pre-bid queries	<a href="mailto:etender@skau.ac.in">etender@skau.ac.in</a>	
13.	Last date for receiving Pre- bid Queries	23.02.2026 upto 16:00Hrs,	
14.	Contact number for any type of information regarding Bid document	+91-9416662761	
15.	Date of demonstration, if required	To be announced later, if required	

16.	Bid Submission End Date &Time	03.03.2026	at 11:00Hrs
17.	Technical Bid Opening Date & Time	03.03.2026	at 15:30Hrs
18.	Financial Bid Opening Date & Time	After Technical Bid Evaluation of Tender.	
19.	Type of Tender	Open	
20.	No. of Packets	Two Packet	
21.	Mode of submission of bid e-Procurement Portal	Online through <a href="https://etenders.hry.nic.in/">https://etenders.hry.nic.in/</a>	
22.	Tender Box location/address to submit physical document, if any	Deputy Registrar (P&S), Shri Krishna AYUSH University, Sector-8, Umri Road, Kurukshetra-136118	
23.	Last date for submission of physical documents	After three days of bid submission end date.	
24.	Validity of the Bid	180 days after the date of opening (Technical Bid) of the tender.	
25.	Place of Registration of firm/company:	Anywhere in India	
26.	Whether Joint Venture (JV) is permitted or not.	Not Permitted	
27.	Maximum no. of JV members allowed.	Not Applicable	
28.	Client/Owner Name	Registrar, Shri Krishna AYUSH University, Kurukshetra	
29.	Purchase Preference to MSMEs	Applicable	
30.	Performance Security	5% of Contract Value	
31.	Retention Money	Applicable	
32.	Insurance	To be borne by bidder	
33.	Quantity Variation	Applicable	
34.	Submission of Performance Security	Within 14 days from the date of Award of Contract (AOC)	
35.	Defect Liability Period	As per the List	
36.	Signing of Agreement	Within 14 days from the date of issue of Letter of Acceptance (LOA)	

- In case date of opening falls on day which is declared public holiday, the bids shall be opened on the next day at the same time.
- Bidders requiring further information or clarification can obtain the same by writing email only to [etender@skau.ac.in](mailto:etender@skau.ac.in).
- The bidders are advised to register themselves on the e-procurement portal ([www.etenders.hry.nic.in](http://www.etenders.hry.nic.in)) and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000. The said website can be accessed for additional information about registration and use of Portal. Bidders can submit its tender online at [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in) on or before the dates specified.
- (a) The Bid documents can also be viewed at the website : [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in) and [www.skau.ac.in](http://www.skau.ac.in) Cost towards the downloaded Bid documents, should be deposited in the manner as indicated in the tender document. SKAU, Kurukshetra will only evaluate bids of those

bidders who have submitted the cost of Bid Documents.

- (b) The Bidders who have downloaded the Bid documents, shall be solely responsible for checking the above website for any addendum/amendment to the bid document issued subsequently, and take into consideration the same while preparing and submitting the Bids.
- (c) All further notifications/amendments, if any, shall be uploaded on websites.
9. Bids must be submitted in the manner as specified in the instructions to bidders in the tender document. Late Bid or Bids not submitted at the designated address will be summarily rejected.
10. Negotiation Policy: The negotiation policy shall be applicable as per Govt. instructions issued vide No. 14/26/2023-6FA dated 10.05.2023. However, the Negotiation could be held upto four number of such bidder(s), in addition to L1 bidder in cases where there are bidders falling within 5% of the L1 bidder. In cases where the L1 bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L1 bidder, the bidder whose price is accepted becomes the L1 bidder. However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improve upon the price discovered during the negotiations, he would be treated as the L1 bidder. In cases where there is no bidder within 5% of the L1 bidder:- (i) L2 bidder will be invariably called for negotiation in addition to the L1 bidder. (ii) L3 bidder will also be called, if it is so decided by the University, in addition to L1, L2 bidders".

**Registrar,  
Shri Krishna AYUSH  
University, Kurukshetra**

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Section II: Checklist

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### Checklist

*All mentioned documents must be uploaded at the time of Bid Submission and no fresh Document will be accepted after closing of the Tender. Physical Submission of Documents mentioned in 6.17 (a) is mandatory. However, clarification can be sought from the Bidder.*

The following documents have to be uploaded online.

S. No	Particulars	Submitted (Yes or No)	Page No
1	Letter of Application (9.1)		
2	Proforma of Technical Bid (9.2)		
3	Financial Capabilities (9.3)		
4	Manufacturer's Authority Letter on Prescribed Performa by the Bidder, if he is not a Manufacturer. (9.4)		
5	Manufacturing Experience of Manufacturer certified by CA along with supporting documents. (9.5)		
6	Litigation Details. (9.6)		
7	Affidavit for Price Fall Clause. (9.7)		
8	Affidavit for not having been blacklisted. (Both by the Bidder and Manufacturer). (9.8)		
9	Declaration of Acceptance of DNIT(Sec. 10)		
10	Registration Certificate		
11	PAN Card		
12	GST Certificate		
13	Manufacturing License Certificate.		
14	Certifications of Equipment as per tender requirement.		
15	Original Catalogue, Operational/Service Manual.		
16	Original Compliance statement with quoted make and model & also marking the Technical Specification points on Original Catalogue and Manual/ Data sheet.		
17	Importer License Certificate (If Bidder is Importer)		

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SECTION III: SCHEDULE OF REQUIREMENTS

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**SECTION III :- SCHEDULE OF REQUIREMENTS**

**3.1 LIST OF GOODS/WORK (3 years DLP and 5 years CMC)**

Item No	Name as per specification	Qty.	Consignee location	BID Security (Rs.) and Work completion Time	Bidder Turnover i.e. at least 3 (three) times of the total tender value in any one of the past three financial years. (Rs.)
1.	Supply, installation testing and commissioning (SITC) of Shadow-less Ceiling Focus Lights with Display Integration & Storage	02	Rachna Sharir Deptt., Institute for Ayurved Studies and Research, SKAU, Kurukshetra	Rs. 20,000/- and 60 Days	20,00,000/-

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*[Signature]*

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SECTION IV: TECHNICAL SPECIFICATIONS

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Shadow-less Ceiling Focus Light with Display Integration & Storage	
Sr. No.	Technical Specification
1	<b>Shadow-less Ceiling Focus Lights with Display Integration and Storage Facility for performing anatomical dissection/surgical procedures and it works with electrical power. It should be rust free.</b>
2	<b>Technical Specifications</b>
A	Double dome (round shape, aero dynamical) triple arm (proper suspension), one arm for camera
B	Intensity - Minimum 140000*140000 Lux (shadow-free, homogenous, pure white natural field, display control panel)
C	No. of LED - Minimum 54
D	Power consumption- 80 watt
E	Focus Depth 120 to 250 nm
F	Focus Adjustment - variable
G	Input voltage 220 Volt 50 Hz
H	Life span 50000 hours
I	Structure arm - Radial 360°/270°
J	Suspension - Axial $\pm 15^\circ$ , Radial $270^\circ \pm 10^\circ$
K	Flange Level - $90^\circ \pm 2^\circ$
L	06/08 MP Full HD Zoom Camera Verifocal (Make - Sony/CP Plus/Godrej)
M	LED 65 inch 4K display system (LG/Samsung/Sony)
N	Power consumption - Max. 100 watt
O	Colour temperature - 3500 K - 5500 K $\pm 2\%$
P	Colour Rendering index - (CRI) - 85-98
Q	Integration and recording system - 1 TB
R	Product- Latest Version
3	<b>Certifications:-</b> The product must be USFDA approved or CE mark from notified body (EU) or CE compliance Certificate or BIS and ISO 13485
4	All the accessories, if any, should be from the same manufacturer and same quality. The Price of the accessories should be quoted separately which are freezed for 8 years during warranty and CMC period.

As per Haryana Government order no. 02/09/2020-4IB-II dated 10/12/2020 for restrictions in Public Procurement from bidders of certain countries as per the General Financial Rules (GFRs), 2017.

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule(xi) as under:

*Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defense of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.*

Hardcopy of Technical Bid will be submitted in the O/o Registrar, SKAU, Kurukshetra within three days of bid end date. Financial Bid (BOQ) must be uploaded on NIC Portal only and no need to submit financial bid offline).

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SECTION V: ELIGIBILITY CRITERIA

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## **SECTION V: ELIGIBILITY CRITERIA**

### **5.1 Eligibility Criteria**

- I. Original Manufacturers can apply.
- II. Authorized Distributors, Agents and Direct Importers with Authorization Letter from Original Manufacturer can apply.
- III. Joint ventures are not allowed.

### **5.2 MANUFACTURING AND MARKETING EXPERIENCE:**

#### **a) Bidders who are Manufacturers:**

- I. The manufacturer must have minimum five years of manufacturing and marketing experience for a particular item to be eligible to quote.
- II. A certificate from the Chartered Accountant along with supporting documents shall be submitted by the manufacturer that it has been manufacturing and marketing the product/products, for which the bidder has quoted the price, for the last five years at the time of submission of offer.
- III. The condition of minimum 5 years manufacturing & marketing experience however will not apply to equipment's, which were introduced in India less than 5 years ago. The manufacturer would be required to submit a certificate from licensing authority/appropriate authority in support of their claim.
- IV. For proprietary Equipment/Implant, if a firm is the sole manufacturer for the products, it can be eligible provided it submits certificate to this effect from the licensing authority/appropriate authority.
- V. Manufacturers must have manufactured and supplied a similar model quoted in each item of the 'Schedule of Requirements' either himself or through any of its authorized dealer to the extent of 100% quantities mentioned in the Schedule of Requirements in the past 24 months or 50% quantities mentioned in the Schedule of Requirements in the past 12 months to Government or Private Tertiary Care/Ayurvedic/Medical Hospitals in India from the date of closure of tender date. A certificate from the Chartered Accountant along with supporting documents shall be submitted by the manufacturer in this regard.
- VI. The merger/amalgamation/transfer of business/transfer of assets etc. of a firm affect the bid condition relating to "past performance" / "Market Standing Certificate" in preceding five years, the eligibility of bidder in this regard shall be ascertained on the basis of the agreement/BOD/resolution/CA certificate, or any other document(s)/certificate(s) which shall be annexed with tender documents.
- VII. Bid will be accepted by the manufacturer for entire quantity.

#### **b) Bidders who are not Manufacturers: -**

- (i) If the bidder is not the manufacturer then the bidder should be duly authorized by the manufacturer who meets the criteria laid down in 5.2 (a)



as above.

- (ii) In the Authority letter the Manufacturer has to declare
  - I. That this bidder is the sole authorized bidder for this Tender
  - II. That I am fully responsible for all the documents submitted by this bidder.
  - III. That I am fully responsible for Supply, Installation/ Warranty & CMC.
  - IV. Spare Parts of the quoted model will be available for 10 Years.
  - V. In case the bidder does not abide by the rules and regulations of agreement then i am fully responsible.
- (iii) The bidder shall submit an authority letter along with an affidavit in the format as prescribed by the University from the manufacturer.
- (iv) The bidder shall provide a certificate from the Chartered Accountant along with supporting documents that it has supplied a similar model quoted in each item of the Schedule of Requirements to the extent of 100% quantities mentioned in the Schedule of Requirements in the past 24 months or 50% quantities mentioned in the Schedule of Requirements in the past 12 months to Government or Private Tertiary Care Ayurvedic/Medical Colleges and Hospitals in India from the date of closure of tender date.
- (v) The merger/amalgamation/transfer of business/transfer of assets etc. of a firm affect the bid condition relating to "past performance" / "Market Standing Certificate" in preceding five years, the eligibility of bidder in this regard shall be ascertained on the basis of the agreement/BOD/resolution/CA certificate or any other document(s)/certificate(s) which shall be annexed with tender documents.
- (vi) Bid will be accepted by the bidder for entire quantity.

**iv. Debarment from bidding: -**

- A. The bidder shall be debarred from participating if he has been convicted of an offence- (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- B. The bidder shall be debarred from participating if debarred/blacklisted by Government of Haryana or by any other state and Corporation.
- C. The bidder debarred under sub-section (iv) or any successor of the bidder shall not be eligible to participate in a procurement process for a period not exceeding three years commencing from the date of debarment.
- D. The procuring entity may debar a bidder or any of its successors from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- E. The bidder shall not be debarred unless such bidder has been given a





reasonable opportunity to represent against such debarment.

F. Bid will be accepted for entire quantity.

c) **Turnover statement:**

- Turnover of the Bidder should be at least three times the tender value in any one of the past three financial years.
- **Documents required:** Audited financial statements for latest three years in respect of annual turnover. Group turnover will not be considered for determining the eligibility and CA certified copy of the sale tax return.

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SECTION VI: INSTRUCTION TO BIDDERS

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## SECTION VI: INSTRUCTIONS TO BIDDERS

### **A. INTRODUCTION**

**6.1 Introduction:** Shri Krishna AYUSH University (SKAU), Kurukshetra is established by the State legislature Act-25 of 2017 by Government of Haryana which caters AYUSH education, health care and research in the state of Haryana.

This tender is an e-tender and only on-line bid submission is possible. The e-tender portal is designed and maintained by National Informatics Centre (NIC). The two bid system, which is followed, has been designed to eliminate those works/equipments which do not match the technical specifications, or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply, install and maintain the equipments.

### **6.2 Eligible Bidders**

Bidders are eligible as per conditions laid out in Section V.

### **6.3 Cost of Bidding**

(a) **Online Bid fee:** Bid fee has to be submitted online only along with other processing fee.

(b) The Bidder shall bear all costs associated with the preparation and submission of its bid and the University will not be liable for the cost incurred, regardless of the outcome of the bidding process.

### **B. THE BIDDING PROCEDURE**

#### **6.4 Bidding Procedure:**

**Pre-Contract:** The online bidding process comprises of downloading the tender document, pre-bid meeting if applicable, Technical Bid submission (**ONLINE and OFFLINE BOTH**) & Financial Bid (**ONLINE ONLY**), opening of technical bid and short-listing of technically responsive bids, opening of financial bids, Notification of Award and signing of contract.

Physical Submission of Documents mentioned in 6.17 (a) is mandatory and other supporting documents & certificates are to be submitted offline and online through Portal only.

**Post-Contract: Site preparation where ever required/inspection, Supply, installation, Commissioning, Operationalization, warranty, maintenance.**

**Post-Warranty Maintenance Contract:** Comprehensive Maintenance and uptime maintenance.

#### **6.5 Bid confidentiality and Clarification of Bidding Documents:**

It is expected from all the bidders that they will ensure that the document to be used in the bid set will be given to reliable person, and that a fully reliable person shall be authorized for digital signatures so that the confidentiality of the bids/ rates is

Handwritten signature and initials in blue ink at the bottom of the page.



maintained up to bid opening & that no documents put to any misuse.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in any respect will be at the Bidder's risk and may result in rejection of its bid. The certificates/licenses/documents submitted should be complete and up to date.

**C. PRE-BID AND AMENDMENTS OF BIDDING DOCUMENT**

**6.6 Pre-Bid Meeting:**

The Pre-Bid Meeting would be held as per schedule.

**6.7 Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

- a) All prospective bidders will be informed of the amendments by publishing on the website/s mentioned in the NIT.
- b) In order to allow prospective bidders reasonable time to make amendments in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

**D. PREPARATION OF BIDS**

**6.8 Language of Bid**

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

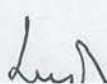
**6.9 Documents Comprising the Bid**

The bids can be downloaded from [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in) OR [www.skau.ac.in](http://www.skau.ac.in)

**Contents of Bidding Documents**

include:

- Section I - Notice Inviting Tender (NIT)
- Section II - Checklist
- Section III - Schedule of Requirements
- Section IV - Technical Specifications
- Section V - Eligibility criteria
- Section VI - Instructions to the Bidders
- Section VII - Contract Document
- Section VIII - Conditions of Contract
- Section IX - Forms and Formats
- Section X - Declaration of Acceptance of DNIT





The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipments tendered are contained in the Tender Document. The online documents shall be submitted through the e-tender portal **www.etenders.hry.nic.in**. Bidders have to enroll themselves in the e-tender portal and digital signature certificate is required. Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Once, the DSC is obtained, bidders have to register on **www.etenders.hry.nic.in** website for participating in this tender. Website registration is one-time process without any registration fees. However, bidders have to procure DSC at their own cost. The Technical Bid should be uploaded as scanned documents into the NIC portal and a hard copy submitted separately. While preparing the Bid the Bidder should ensure that:

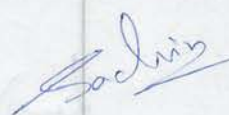
- 6.9.1 All Technical Bid documents should be self-attested and stamped by the bidder on each page. Bid offer Form and Price Schedule completed in accordance with formats specified in the bid.
- 6.9.2 Documentary evidence establishing in accordance with Clause 6.12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- 6.9.3 Documentary evidence establishing in accordance with Clause 6.13 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents; and
- 6.9.4 Bid Security is furnished in accordance with Clause 6.14.

#### **6.10 Bid Offer**

- i) All the quotes shall be in Indian Rupees.
- ii) Financial Bid has to be submitted online only. No financial bid should be submitted manually otherwise bid shall be liable to reject.
- iii) There should not be any alteration or condition in the tender. If the same is found, then tender is liable to be rejected.

#### **6.11 Financial Bid**

- a) Financial Bid would comprise of the following:
  - I. Basic Price: The price of the equipment, accessories quoted shall be inclusive of ex-factory, (ex-show-room, ex-warehouse, or off-the-shelf, or delivered price), as applicable, all accessories / additional accessories / spares mentioned in the technical specification section IV, safe storage, on site assembly if any of the supplied goods, installation, testing, site inspection/ preparation and commissioning of the equipment, accessories, furnishing of detailed operations manual, service manual with circuit





- diagram and maintenance manual for each appropriate unit of supplied goods. Basic price shall also include loading unloading & stacking, all other taxes, duties & levies and incidental services if applicable.
- II. Customs duty payable on the goods if applicable shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable (If the field is left blank, value will be taken as zero).
- III. **Applicable GST:** Applicable GST shall be quoted in this column in numeric values and in words Rupees (If the field is left blank, value will be taken as zero).
- IV. The packing, forwarding freight and insurance charges applicable shall be quoted separately in numeric values and in words Rupees (If the field is left blank, value will be taken as zero).
- V. The total amount will be calculated manually and will be taken for evaluation and bid ranking. These should be quoted for each of the items quoted separately on door delivery basis (FOR Destination) according to the unit ordered. The bidder shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification under Section IV and under no circumstances offer the essential accessories, without which the accessories cannot function properly, as optional or left unquoted.
- VI. The bidder should separately quote the rates of Comprehensive Maintenance Contract (CMC) for each year rates frozen for 5 years after the completion of 3 year warranty / DLP period. For Minor equipment (Cost less than 50000/- excluding Taxes.), there shall be 3 years' replacement warranty only.
- b) The details of the required Work/Equipments along with quantities are shown in schedule of requirements. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.
- c) The rates quoted and accepted will be binding on the bidder for full contract period as per the validity of contract from the date of signing of agreement and any request of increase in price will not be entertained till the completion of this tender period. Accordingly, this clause will be applicable for all orders placed during the contract period.
- d) No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE



MADE AS AND WHEN SUPPLIES Are RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as conditional/ incomplete and accordingly the same will be rejected.

#### **6.12. Documents Establishing Bidder's Eligibility and Qualifications**

Pursuant to Clause 6.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

##### **6.12.1 Documents:**

- a) Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present Directors in the board of the Company duly certified by a Company Secretary of a Company/Practicing Company Secretary/Chartered Accountant to be furnished.
- b) The bidder should furnish copy of Manufacturing License for the product duly approved by the Licensing authority. The license must have been duly renewed up to date and should be valid for contract period.
- c) Copy of import license (in case of importer) issued by the appropriate authority should be furnished. The license must have been renewed up to date and valid for contract period.
- d) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidder should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the bidder should sign the tender documents. Authorization letter nominating a responsible person from the bidder to transact the business with the Tender Inviting Authority.
- e) Bidders who are not manufacturer have to furnish documents certifying their claim as per conditions laid down in Section 5.2 (b).

##### **6.12.2 Catalogue**

A publication, such as a book or pamphlet, containing such a list where the items quoted are actually manufactured, its annual production capacity or display i.e. technical details of the quoted model, specifications and certifications:

- a) In case of non-submission of catalogue with number marking, the Tender is liable to rejection.
  - b) The bidder must submit a compliance report in annotated form indicating compliance of its quoted item with the specification clearly indicating the page no. & Sr. No in the attached catalogue.
  - c) All the catalogues provided by the bidder for the quoted model shall be in
- Sd/-* 1 A



original. The firm may upload the scanned copy of original catalogue online but shall submit original catalogues in physical form along with their offer.

- d) The copy of operational & service manual / Data Sheet should be uploaded along with the Tender and shall submit operational & service manual / Data Sheet in physical form along with their offer.
- e) The firm will provide two set of copies of operational & service manual at the time of supply at the consignee location (Original Operational & service manual).

#### **6.13 Submission of Samples**

- a) Samples, if required, must be sent of the quoted items wherever in Technical Requirements demanded shall be supplied free of cost on demand by the University. No sample will be accepted after prescribed period. In the event of non-submission of samples within prescribed period on demand, the bid shall not be considered.
- b) Samples of equipment/instrument of the unsuccessful bidder should be collected back from the place of its storage within the stipulated period as indicated by the purchaser. The University will not be responsible for any damage, wear & tear or loss during the course of testing/ examination etc. The University would retain the sample of approved item for one month beyond expiry of contract. The University will not make any arrangement for return of samples even if the bidders agree to pay the cost of transportation. The uncollected samples shall stand forfeited to the University after the stipulated period allowed for collection and no claim for the cost etc. there of shall be entertained.
- c) Samples should be strictly according to the specification of item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and securely fastened to the sample with particulars as mentioned below: -
  - a. Name and full address of the firm,
  - b. Model No. and name of the item,
  - c. Name of section,
  - d. Name of manufacturer,
  - e. Brand,
- d) No change of sample or marking on sample will be allowed after the submission of sample.

#### **6.14. Bid Security**

- a) Pursuant to Clause 6.9, the Bidder shall furnish, as part of its bid, bid security for the amount as indicated in Section III, schedule of requirements against each item. No exemption from payment of Bid Security is permitted.
- b) The bid security is required to protect the Purchaser against risk of Bidders conduct which would warrant the security's forfeiture.
- c) The bid security shall be submitted online only in Indian Rupees and shall be



deposited online.

Interested bidders are directed to submit online Tender Fee, Bid Security (EMD) and Bid Processing fee. Firm will submit Tender Fee (Rs. 1,000.00/-) in SBI Account of the University and Bid Security (EMD) (as mentioned in Section III Schedule of Requirements) and Bid Processing fee (Rs. 1,180.00/-) online on the e-tender portal (NIC Portal). No demand draft/ Bankers Cheque will be accepted for the submission of Tender Fee, Bid Security (EMD) and Bid processing fee, if the same is not found then bid is liable to be cancelled & considered the bidder is not as per DNIT.

The bidder shall submit the scanned copy of online payment along with the technical bid online. The bid security will not carry any interest and shall be refunded without any interest.

- d) Any bid not secured in accordance with Clauses 6.14 (a) and (c) above will be rejected by the Purchaser as non-responsive
- e) The Earnest Money Deposit shall be retained till execution of contract with successful bidder and deposit of Performance Bank Guarantee. In case of unsuccessful tenderers Earnest money will be returned to them after the expiry of final/ bid validity period. Performance Bank Guarantee will be retained till the defect liability period plus as per applicable Govt. norms.
- f) The bid security may be forfeited,
  - (i) if a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
  - (ii) in case of a successful bidder, if the bidder fails:
    - to sign the contract in accordance with schedule specified in the Contract
    - to furnish performance security

#### **6.15. Period of Validity of Bids**

- a) Bids shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser, a bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
- b) In exceptional circumstances, the Purchaser reserves the right to extend the bid validity period. A bidder submitting the request for extension is not permitted to modify its bid.

#### **6.16. Signing of Bid**

The bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for non-amended printed literature, shall be initialed by the person or persons signing the bid and should match with the authorized signatory.

#### **E. SUBMISSION OF BIDS**

##### **6.17. Sealing and Marking of Bids**

- a) Bid has to be submitted online and offline both. Hardcopy of Technical Bid

*Signature*



will be submitted in the O/o Registrar, SKAU, Kurukshetra within three days of bid end date. Financial Bid (BOQ) must be uploaded on NIC Portal only and no need to submit financial bid offline). However original copies of the following Documents have to be submitted: -

1. Original Compliance statement with quoted make and model & also marking the Technical Specification points on Original Catalogue and Manual/ Data sheet.
2. Original Catalogue and Manual/ Data sheet of quoted model (Scan and Photocopy of Catalogue and Manual/ Data sheet not acceptable).
- b) The cover shall be addressed to the Purchaser at the following address:
- c) Registrar, Shri Krishna AYUSH University, Sector-08, Umri Road, Kurukshetra bearing the Item name & no., the NIT number and the word "Do not open before....." The inner envelopes shall indicate the name and address of the bidder.
- d) The document required in tender and document mentioned in above 6.17 (a) are to be submitted in physical form within three days of bid end date.
- e) No other fresh document would be accepted in physical form except when clarification is sought by the University from a Bidder.

#### **6.18. Deadline for Submission of Bids**

- a) Bids must be received by the Purchaser at the address specified not later than the time and date specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- b) The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **6.19. Late Bids**

As the bids are to be submitted online and Offline both, so there is no way of submitting the online bid after closing time of tender and offline bid will have to be submitted within three days of bid end date.

#### **6.20. Modification and Withdrawal of Bids**

- a) No bid may be modified or withdrawn subsequent to the deadline for submission of bids and withdrawal of a bid may result in the bidder's forfeiture of its bid security.

#### **6.21. Opening of Bids by Purchaser**

The Bids will be downloaded and evaluated.

#### **6.22. Clarification of Bids**

During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for clarification of the bid. The request for clarification and the response shall be in writing and shall be submitted then and there by authorized person.



#### **6.23. Bid Evaluation:**

Bids will be evaluated by **Bid Evaluated Committee** constituted by the purchaser. The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published. The Bid Evaluation would comprise of the following steps:

- a) Eligibility Evaluation
- b) Technical Evaluation
- c) Financial Evaluation

Note: The price bid evaluation will be carried out taking into account the Net Present Value (NPV) of the Cost plus the CMC.

#### **6.24. Contacting the purchaser**

a) Subject to Clause 6.22, no bidder shall contact the Purchaser on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

b) Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.

c) The bidders shall not make attempts to establish unsolicited and unauthorized contact after opening of the bids and prior to the notification of award with Tender accepting authority, Tender Inviting Authority or Tender Scrutiny Committee and any attempt by any bidder to bring to bear extraneous pressures on the any Authority bidder shall be sufficient reason to disqualify the bidder.

d) Not withstanding anything contained in clause 6.20, the Tender Inviting Authority or the Tender Accepting Authority, may seek bona fide clarifications from bidders relating to the bids submitted by them during the evaluation of bids, and the bidder will reply back within seven calendar days with the documentary proof.

### **F. AWARD OF CONTRACT**

#### **6.25. Post Qualification**

a) The Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid, meets the criteria specified and is qualified to perform the contract satisfactorily.

b) The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, visit to bidder's premises as well as such other information as the Purchaser deems necessary and appropriate.

c) An affirmative determination will be a pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest





evaluated bid to make a similar determination of those bidders' capabilities to perform satisfactorily.

#### **6.26 Award Criteria**

Subject to Clause 6.23, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

#### **6.27. Purchaser's right to vary quantities at time of award**

a) The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

b) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.

#### **6.28. Notification of Award and Letter of Offer**

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email or fax. This would be treated as a Letter of Offer. At the same time, the Purchaser will send the bidder the

contract form provided in the bidding documents for signature.

#### **6.29. Acceptance of Award**

Soon after the notification of award, the successful Bidder shall submit the letter of acceptance / confirmation to the University for the execution of contract along with Performance Security. The bidder will submit the performance security and signed contract form within 14 days. The University reserves the right to extend this period by another 7 days. After 7 days or the extended period the notice of award shall be deemed to be withdrawn and Bid Security shall stand forfeited.

#### **6.30. Performance Security**

a) Within 14 days of the receipt of notification of award from the Purchaser or extended period as mentioned in 6.29, the successful bidder shall furnish the performance security in prescribed form in accordance with the conditions of contract.

b) Performance Bank Guarantee will be retained till the defect liability period plus as per applicable Govt. norms.

#### **6.31. Signing of Contract**

a) Within 14 days of receipt of notification of award or extended period as mentioned in 6.29, the successful bidder shall sign the contract agreement. Failure of the successful bidder to comply with the requirement of Clause 6.29 or Clause 6.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

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SECTION VII: CONTRACT DOCUMENT

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# CONTRACT FORM for BI PARTITE AGREEMENT

(If Bidder is Manufacturer)

THIS CONTRACT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

BETWEEN: -

Shri Krishna AYUSH University, Sector 8, Umri Road, Kurukshetra, Haryana of  
the first part (hereinafter called the "purchaser");

AND

\_\_\_\_\_ (Name of Company), having registered office at  
\_\_\_\_\_ (Address) of the Second part (hereinafter  
called the "Manufacturer & Supplier");

WHEREAS the Purchaser is desirous to purchase certain Goods and ancillary  
services vide tender reference no. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_ (Name of Equipment/work) and has  
accepted the bid of supplier vide notice of award, Memo No  
\_\_\_\_\_ dated \_\_\_\_\_. The supplier has  
agreed for the supply of those good & Services as per the rate mentioned below:

Sr. No	Name of the Equipment/Work	Cost of work/Unit Equipment/s (Inclusive of GST) (INR)	Tender Qty	Total value (Inclusive of GST) (INR)
A	B	C	D	E= D x C
1	Supply, installation testing and commissioning (SITC) of Shadowless Ceiling Focus Lights with Display Integration & Storage	Cost of work/Equipment per unit (Including 3 year Warranty & GST @ __%)= Rs _____		
2		Cost of CMC Per Unit for 1 <sup>st</sup> year (4 <sup>th</sup> year) Including GST @ __%= Rs _____		
3		Cost of CMC Per Unit for 1 <sup>st</sup> year (5 <sup>th</sup> year) Including GST @ __%= Rs _____		
4		Cost of CMC Per Unit for 1 <sup>st</sup> year (6 <sup>th</sup> year) Including GST @ __%= Rs _____		
5		Cost of CMC Per Unit for 1 <sup>st</sup> year (7 <sup>th</sup> year) Including GST @ __%= Rs _____		
6		Cost of CMC Per Unit for 1 <sup>st</sup> year (8 <sup>th</sup> year) Including GST @ __%= Rs _____		
Total Contract Value for _____ Nos (Tender Qty)/ work Including 3 year Warranty & 5 Years CMC + GST (hereinafter called the "Contract Value").				

*Sachin* *10/02/26*



**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in DNIT, and they shall be deemed to form and be read and construed as part of this contract.
2. The following documents shall be deemed to form and be read and construed as part of this Contract viz.:
  - a. The Notice Inviting Tender
  - b. The Terms and Conditions of the Contract
  - c. The Schedule of Requirement
  - d. The Technical Specification
  - e. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract or any other terms and conditions which are mutually agreed in writing by both the parties.
  - f. The supplier's bid including enclosures, annexure, etc.
  - g. The Letter of Acceptance issued by the purchaser.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services as agreed upon and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

In the presence of  
**Witness 1**

Signed, Sealed and Delivered by the  
Said Shri Krishna AYUSH  
University, Kurukshetra.  
**(Purchaser)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name of Authorized Person \_\_\_\_\_

Address \_\_\_\_\_

Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

In the presence of  
**Witness 2**

Signed, Sealed and Delivered by the  
Said \_\_\_\_\_ (Name of  
the Manufacturer & Supplier.)  
**Manufacturer  
& Supplier.**

Signature \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

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**CONTRACT FORM for TRI PARTITE AGREEMENT**

**(If Bidder is not Manufacturer)**

THIS CONTRACT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**BETWEEN :-**

**Shri Krishna AYUSH University, Sector 8, Umri Road, Kurukshetra, Haryana of  
the first part (hereinafter called the "purchaser");**

**AND**

\_\_\_\_\_  
(Name of Company), having registered office at  
\_\_\_\_\_  
(Address) of the **Second part (hereinafter  
called the Supplier");**

**AND**

\_\_\_\_\_  
(Name of Company), having registered office at  
\_\_\_\_\_  
(Address) of the **third part (hereinafter  
called the "Manufacturer");**

**WHEREAS** the Purchaser is desirous to purchase certain Goods and ancillary  
services vide tender reference no. \_\_\_\_\_

\_\_\_\_\_ (Equipment Name) and has accepted the  
bid of supplier vide notice of award, Memo No \_\_\_\_\_  
dated \_\_\_\_\_. The supplier has  
agreed for the supply of those good & Services as per the rate mentioned  
below:-

Sr. No	Name of the Work Equipment	Cost of work/Equipment (Inclusive of GST) (INR)	Ten der Qty	Total value (Inclusive of GST) (INR)
A	B	C	D	E= D x C
1	Supply, installation testing and commissionin g (SITC) of Shadowless Ceiling Focus Lights with Display Integration & Storage	Cost of work/Equipment per unit (Including 3 year Warranty & GST @__%= Rs _____		
2		Cost of CMC Per Unit for 1 <sup>st</sup> year (4 <sup>th</sup> year) Including GST @__%= Rs _____		
3		Cost of CMC Per Unit for 2 <sup>nd</sup> year (5 <sup>th</sup> year) Including GST @__%= Rs _____		
4		Cost of CMC Per Unit for 3 <sup>rd</sup> year (6 <sup>th</sup> year) Including GST @__%= Rs _____		
5		Cost of CMC Per Unit for 4 <sup>th</sup> year (7 <sup>th</sup> year) Including GST @__%= Rs _____		
6		Cost of CMC Per Unit for 5 <sup>th</sup> year (8 <sup>th</sup> year) Including GST @__%= Rs _____		

*Signature*



Total Contract Value for \_\_\_\_\_ work/Equipment\_Nos (Tender Qty) Including 3 year Warranty & 5 Years CMC + GST (hereinafter called the "Contract value").

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in DNIT, and they shall be deemed to form and be read and construed as part of this contract.
2. The following documents shall be deemed to form and be read and construed as part of this Contract viz.:
  - a. The Notice Inviting Tender
  - b. The Terms and Conditions of the Contract
  - c. The Schedule of Requirement
  - d. The Technical Specification
  - e. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract or any other terms and conditions which are mutually agreed in writing by both the parties.
  - f. The supplier's bid including enclosures, annexure, etc.
  - g. The Letter of Acceptance issued by the purchaser.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services as agreed upon and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

In the presence of

**Witness 1**

Signed, Sealed and Delivered by the  
Said Shri Krishna  
AYUSH University,  
Kurukshetra.

**(Purchaser)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_



Company Name \_\_\_\_\_

In the presence of  
**Witness 2**

Company Address \_\_\_\_\_

Signed, Sealed and Delivered by the  
Said

\_\_\_\_ (Name of the  
Supplier) **Supplier.**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name of  
Authorized Person \_\_\_\_\_

Address \_\_\_\_\_ Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

In the presence of  
**Witness 3**

Signed, Sealed and Delivered by the  
Said \_\_\_\_\_ (Name  
of the Manufacturer) **Manufacturer.**

Signature \_\_\_\_\_ Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_ Designation \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

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SECTION VIII: CONDITIONS FOR CONTRACT

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## **SECTION VIII: CONDITIONS OF CONTRACT**

**8.1 Application:** The Conditions of Contract shall be deemed to form and be read and construed as part of the agreement of Section VII.

**8.2 Definitions:** In this contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means this agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including DNIT, all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "Goods": hereinafter are deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order or Conditions of this Contract.

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, inspecting and preparation of sites wherever applicable provision of technical assistance, training and other obligations of the Supplier covered under the contract;

(e) "CC" means the Conditions of Contract contained in this section.

(f) "The Purchaser" means the Organization purchasing the Goods, i.e. Shri Krishna AYUSH University, Kurukshetra.

(g) "The Supplier" means the individual or firm supplying the Goods under this Contract;

(h) Consignee site is the place(s) mentioned in the Schedule of Requirements and as per purchase order issued from time to time.

(i): This is a contract for the supply of stores at specified rates during the period covered by the contract.

(j) "Delivery period" means the period applicable up to completion of supply, installation, testing and commissioning of the equipment by the supplier at the Consignee site mentioned by the purchaser and accepted by the supplier.

**8.3 Technical Specifications:** The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in "Technical Specification" Sections IV of this document.

**8.4 Patent Rights:** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

**8.5 Performance Security:** It would be read with Para 6-30 of Section VI

8.5.1 The Performance security submitted at the time of award of Contract will be valid till the defect liability period plus as per applicable Govt. norms.





8.5.2 The Performance Security shall be denominated in India Rupees and shall be in the form of a Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Document or any other form acceptable to the Purchaser.

8.5.3 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. If loss suffered is more than the performance security than it shall be adjusted against the payments due and if cannot be adjusted it shall be recoverable as per law. If at any stage the performance security gets adjusted, then the supplier shall have to give fresh performance security to continue with this contract within fourteen days or the contract shall stand cancelled and purchases shall be made at the risk and cost of the supplier for the remaining contract period.

8.5.4 The firms which are registered as Small Scale Industry unit of Haryana shall also have to submit the Performance security.

#### **8.6 Packing**

8.6.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the distance of the Goods final destination and the absence of heavy handling facilities at all points in transit.

8.6.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, or subsequent instructions ordered by the Purchaser.

**8.6.3 Packing Instruction:** The Supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Name of Tender
- ii) Tender Reference No.
- iii) Consignee Name & Address
- iv) Supplier's Name
- v) Contents of the Box

#### **8.7 Inspection and Tests**

8.7.1 Pre-dispatch Inspection and Testing:

a) The supplier shall submit an Undertaking that the equipment conforms to laid down specifications and that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. It will also indicate the month and year of manufacturing on the bill/invoice and on the equipment. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods in conditions in the country of final destination.



b) The supplier shall get each item inspected (and tested wherever applicable) on the manufacturer's premises before dispatch and submit an in house inspection report (and Test Certificate wherever applicable).

c) The Purchaser or its representative reserves the right for inspection and/or test any or all the items to confirm their conformity to the Contract specifications and quality, prior to dispatch from the manufacturer's premises. It is also open to the purchaser to send persons to draw samples for testing before dispatch of the consignment. The purchaser reserves the right for departmental or third party pre-dispatch and/or post-dispatch Inspection of the goods. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

d) The purchaser can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies and to ensure that good manufacturing practices are being followed by manufacturer. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

e) If the work/equipment fails to meet the laid down specifications or defective consignment the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the Purchaser.

f) Cost of testing will be recovered from the supplier or may be deducted from payment due.

g) Where conducted on the premises of the Supplier all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

#### 8.7.2 Post-Dispatch Inspection and Testing:

a) The inspections and test may be conducted on the premises of the consignee at point of delivery and/or at the Goods final destination.

b) The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

8.7.3 If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

### 8.8 SUPPLY OF MEDICAL EQUIPMENT/WORK COMPLETION BY THE BIDDER:

#### 8.8.1 Delivery Period: -

a) Delivery must be completed for entire ordered quantity before the end of 60 days from the date of issue of purchase order at the destinations mentioned in the purchase





order, if the above day happened to be a holiday for Haryana, the supply should be completed on the next working day.

b) In case of imported product the Delivery must be completed for entire ordered quantity before the end of 60 days from the date of issue of purchase order at the destinations mentioned in the purchase order, if the above day happened to be a holiday for Haryana, the supply should be completed on the next working day. The Firm will submit the proof for import of product as per tender clause.

**8.8.2 Installation and Commissioning:** - The installation and commissioning of items must be completed within stipulated days beyond the supply period mentioned above.

**8.8.3 Delayed Supply:**

a) If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as Liquidated Damages (LD), a sum equivalent to 1 percent per week or part of week on per day basis for the first week, on the value of the goods which come in the category of delayed supply. In case of delay beyond 1 week the LD would be levied as per the following on week or part of week basis, on the value of the goods which come in the category of delayed supply:

**8.8.4 Delay Period / Deduction (on the value of the goods of delayed supply):**

1st Week	1%
2nd Week	2%
3rd Week	3.5%
4th Week	5%
5 <sup>th</sup> Week onwards	Upto 10%

**Once the maximum is reached, SKAU, Kurukshetra may consider termination of the Contract.**

**8.8.5 NON SUPPLY:** Non supply will be considered if the supplier fails to supply even after the period of delay supply. In case of delay due to any reason attributable to the purchaser it will not be instance of non-supply.

In case of non-supply, Registrar, SKAU, Kurukshetra reserves the right to cancel the purchase order and initiate the proceeding of risk purchase.

Risk purchase would be the purchase at the risk and the cost of the supplier. If the bidder fails to supply the ordered material, the purchaser shall be free to arrange /procure the items from any other sources or in the open market or from any other Bidder and the extra cost incurred shall be recovered from the supplier. The losses sustained in the process shall be recovered from the security Deposit or from any other



money due/ to be due to the supplier and in the event of such amount being insufficient; the balance will be recovered separately from the supplier.

**8.8.6 BLACKLISTING & FORFEITURE OF BANK GUARANTEE:** In case of Non-Supply and declining of offer to enter into CMC or non-rendering of warranty and CMC services, the performance bank guarantee of the supplier will be forfeited. The item will be purchased through the procedure of Risk Purchase at the risk and the cost of the supplier and in addition the supplier and the original manufacture is liable to the blacklisted/ Debarred for a period of three years. No further purchase order will be given to the firm for that item during the period of blacklisted/ Debarment. Furnishing of wrong information and false documents will make the firm ineligible and liable to be Debarred/ blacklisted. In case any document submitted by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security Deposit/ Performance Security will be forfeited. Bidder /his representative may also be blacklisted/banned/debarred.

**8.8.7 QUALITY FAILURE:** If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

**8.8.8 NON PERFORMANCE OF CONTRACT PROVISIONS:** Non-performance of contract provisions, will disqualify a firm to participate in the tender for a period of 3 (three) years and its security deposit will be forfeited and no further purchase order will be given to that firm.

#### **8.8.9 Delivery of Documents**

Before delivery of the Goods, the Supplier shall notify the Purchaser and the Insurance Company, if applicable by post or fax or email the full details of shipment including the Contract number, railway receipt number/Transport Receipt No and date, description of Goods, quantity, names of the consignee etc.

The Supplier shall mail the following documents to the consignee and the Purchaser, with a copy to the Insurance Company if applicable.

- (i) Two Copies of Supplier invoice (in triplicate) showing Goods description, quantity, unit price, total amount.
- (ii) Railway receipt/Transport Receipt.
- (iii) Insurance Certificate wherever applicable;
- (iv) Manufacturer's/ Supplier's test Certificate;
- (v) Manufacturer's/ Supplier's Guarantee Certificate with respect to compliance with specifications;
- (vi) Inspection Certificate issued by the nominated inspection agency, and the





Supplier's factory inspection report;

The above documents shall be delivered to the Consignee along with the supplies. A copy of all documents would also be delivered to the purchaser.

### **8.9 Liquidated Damages**

8.9.1 Subject to Clause 8.8.3 & 8.8.4, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1 percent per week or part of week on per day basis for the first week, on the value of the goods which come in the category of delayed supply as mentioned in para above.

8.8.4 above. In case of delay beyond 1 week the LD would be levied as per the following on week or part of week basis, on the value of the goods which come in the category of delayed supply as mentioned in para 8.8.3 & 8.8.4 above:

1st Week	1%
2nd Week	2%
3rd Week	3.5%
4th Week	5%
5 <sup>th</sup> Week onwards	Upto 10%

part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

**8.10 Insurance:** The Work/Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery as per the following requirements:

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 100% of the value of the goods from "Warehouse to consignee" (Final destinations) on "All Risks" basis including War Risks and Strike.

**8.11 Transportation:** Where the Supplier is required under the Contract to transport the Goods to a specified place of destination, transport to such place of destination shall be arranged by the Supplier at no cost to the purchaser.

### **8.12 Incidental Services:**

The supplier may be required to provide any or all of the following services,

8.12.1 Unloading, safe storage and handling of consignment of site



- 8.12.2 Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- 8.12.3 Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 8.12.4 Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
- 8.12.5 Performance or supervision or training or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract.

Prices charged by the Supplier for incidental services, have to be included in the contract Price of the Goods.

### **8.13. MAINTENANCE CONDITIONS**

- (a) The work/equipment shall have 3 years' compulsory warranty and 5 years of Comprehensive Maintenance Contract (CMC). The Performance Bank Guarantee for CMC shall be submitted afresh before the commencement of CMC period at defined rate of CMC value. CMC period shall commence from the date of successful completion of DLP.
- (b) Equipment with the basic cost (excluding taxes) of less than or equal to Rs. 50000/- per unit would be considered as minor equipment and Equipment with basic cost (excluding taxes) more than Rs. 50000/- per unit would be considered as major equipment for the purpose of warranty, CMC and sampling.
- (c) For goods not requiring installation, warranty period shall start from the date goods have been delivered to and accepted at the final destination by the authorized person indicated in the contract and shall remain valid for 3 years.
- (c) For goods requiring installation, Warranty shall start from the date goods have been installed and accepted at the final destination indicated in the contract by the authorized person and remain valid for 5 years after DLP.
- (d) The rate and cost of CMC on yearly basis shall be as per agreement in Section VII. The supplier has to enter into CMC contract on the completion of warranty period and declining to enter into CMC contract by the supplier would result in forfeiture of PBG and the supplier would be liable for debarring and blacklisting. The Indenting Department/ Consignee/Purchaser shall have option to enter into CMC after the expiry of warranty period.
- (e) **Warranty period & CMC includes:**
- Preventive Maintenance Visit one in each quarter.
  - Emergency visit any no. of times.
  - Testing & Calibration as per Technical / Service/ Operational Manual of Manufacturer. If not mentioned, then it will be according to purchaser requirement.
  - Labour, Spare Parts and any other logistics.
  - All Software Updates.



- Replacement of any Spare Parts/ Component.
  - Replacement of all consumables including Batteries of UPS and Equipment.
  - Wherever required UPS/ CVT to be provided in order to avoid the excuse of Short Circuiting and Voltage fluctuations.
  - In short, during this period it is the responsibility of the Manufacturer & Bidder to run the machine with no extra financial burden on the purchaser.
  - Only in case of Physical damage the expenses will be borne by the purchaser.
  - If the bidder is not a Manufacturer, then the Warranty & CMC Contract will be Tripartite Agreement between the purchaser Bidder & Manufacturer.
  - The manufacturer & Bidder are liable for National Blacklisting in case they don't comply with the Conditions of the Contract.
- (f) Cost of CMC for whole period of CMC will be calculated for Price Evaluation.
- (g) The Installation, Warranty and CMC will be the responsibility of the original Manufacturer and the undertaking to that effect has to be furnished in support thereof by the original Manufacturer. In case of failure to deliver the post contract services both the bidder and the original manufacturer would be liable to be blacklisted / debarred for the period of 3 years in addition to forfeiture of performance security.
- (h) In case of any complaint/ Defect in the equipment during the warranty/ CMC period, the firm must attend the same within 24 hrs from the date and time of lodging complaint at the complaint/helpdesk number of the service provider (i.e. response time) and shall repair the same within 72hrs. In case of delay beyond 72 hrs., the firm has to provide a standby machine so that services are not hampered. In case the firm fails to provide a standby machine the penalty will be levied as per following: -
- During the warranty period beyond 72 hrs of lodging the complaint, 0.5% of the base cost of equipment (excluding taxes) per day will be levied as penalty for a maximum of 28 days.
  - If the machine is under CMC period, beyond 72 hrs of lodged complaint, the penalty of 5% of the annual cost of CMC per day will be levied for 7 days. Beyond the 7 days' period, 20% of the annual cost of CMC per day will be levied upto 28 days.
  - In both the cases if the firm fails to repair the machine within specified time, the performance Security will be forfeited and the blacklisting/Debarring procedure will be initiated.
- (i) The supplier will furnish the detail of their representative names, contact numbers and emails to the University.
- (j) The payment for the maintenance services will be made at the end of each year based on the certificate from the end user for completion of preventive maintenance and break down maintenance as per schedule.
- (k) An uptime guarantees of 95% shall be maintained out of total usage period of the equipment during warranty and maintenance period by the supplier and certificate to this effect would be provided by the end- user.



#### 8.14 Training:

- Training at the Time of Installation & once in a year at the time of Preventive Maintenance Visit for all the period of Warranty & CMC.

#### 8.15.1 PAYMENT Process

- a) Payment for Goods and Services shall be made in Indian Rupees by the University.
- b) No advance payment shall be made.
- c) For the equipment not requiring installation, University shall make 100% payment within 60 days of the supply and acceptance of the equipment/work.
- d) For the equipment requiring installation, University shall make 80% payment within 60 days of the supply of the equipment at the designated site. Balance payment of 20% will be made against "Final Acceptance Certificate" issued by the Indenting Department/unit.

The final acceptance certificate shall be issued by the indenting department on the completion of installation, commissioning, training, successful running of equipment and handing over the equipment to the indenting department/unit.

- e) If there is a delay in supply or installation, liquidated damages would be levied as per clause 8.8.3 & 8.8.4.

**8.15.2** The purchaser has an option to make payment by means of Cheque or through RTGS (Real time Gross Settlement)/Core Banking/NEFT/Demand Draft (DD). The Bidder shall furnish the relevant bank details to make the payment through RTGS/core banking/NEFT.

In case the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/ contract and the samples are rejected by the inspection committee, the indenting department will have the right to levy a penalty @ 0.1 % of the total order value. In case the material offered for inspection fails during the second inspection also, the purchaser will have the right to increase the penalty @ 0.25% of the total order value. In case the material offered for inspection fails during the third inspection also, the supplier will be liable for penal action including forfeiture, risk purchase, debarring/ blacklisting in future and no further opportunity for inspection would be provided to the supplier firm.

**8.16 PRICE FALL CLAUSE (Both by the Bidder and Manufacturer):** If at any time during the execution of the contract, the controlled price becomes lower or the contract reduces the sale price or sells or offer to sell such stores as are covered under the contract, to any person organization including the purchaser or any department of Central Government/State Government at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the store supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. An undertaking to this effect must be submitted along with tender.





#### **8.17. RIGHT TO VARY QUANTITY**

- The University reserves the right to increase or decrease the quantities anytime during the tender process or thereafter.
- The University reserves the right to alter the consignee location anytime during the tender process or thereafter.
- The quantity of work/equipments originally indicated in the bidding document may vary without any change in the unit prices and other terms and conditions of the bid and the conditions of contract.
- If the University procures less than the quantity indicated in the bidding documents, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- For items which have been tendered for one-time purchase, their rates shall be freezed for 1 year from the date of award of contract.

#### **8.18 Single Qualifier**

- If there is only single qualifier after Second time of tendering, then it may be considered after price justification.

#### **8.19. Delays in the Supplier's Performance**

- Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

#### **8.20 Termination for Default**

- (a) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part if:-
  - (i) the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extended period granted by the Purchaser or
  - (ii) the Supplier fails to perform any other obligation(s) under the Contract; or
  - (iii) the supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, in competing for or in executing the contract.
- (b) In the event, the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

#### **8.21 Termination for Insolvency**

- (a) The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.



#### **8.22 Termination for Convenience.**

- (a) The Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience

#### **8.23 FORCE MAJEURE:**

The terms and conditions hereof shall not be applicable in case of Force Majeure. Neither the University nor the supplier shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of GOD, natural calamities, War, Flood, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident or Fire, or because of Law & Order Proclamation, Regulation or Ordinance of any Govt. of any subdivision thereof of Local Authority. The bidder shall be entitled to the benefit of this clause only if he informs in writing the circumstances amounting to Force Majeure to the University for each consignment/dispatch separately within 72 hours of the happening thereof by fax/e-mail immediately, followed by a confirmatory letter sent by Registered Post with acknowledgement due.

#### **8.24. Resolution of Disputes**

8.24.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.24.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator, the Vice-Chancellor of the University, whose decision shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act 1996. The venue of arbitration shall be at Kurukshetra.

#### **8.25. Governing Language**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**8.26. Applicable Law** the Contract shall be interpreted in accordance with the laws of the Union of India and Govt. of State.

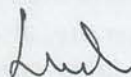
#### **8.27. Taxes and Duties**

Suppliers shall be entirely responsible for all taxes including service tax, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

#### **8.28 Non-performance of contract provisions:**

Non-performance of contract provisions, will disqualify a firm to participate in the tender for a period of 3 (three) years and its security deposit will be forfeited and no further purchase order will be given to that firm.

**8.29 RATE CONTRACT CONDITIONS:** One time purchase however shall remain effective for one year on the same term and condition.





### 8.30 General conditions:

- a) Till the tendering process is not initiated by the University on its own, the process of risk purchase, debarring, blacklisting along with the penal clause will be handled by the University on its own.
- b) Furnishing of wrong information and false documents will make the firm ineligible and liable to be debarred/blacklisted from participation.
- c) In case of any document submitted, by the bidder or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security Deposit/Performance Security will be forfeited. Bidder/his representative may also be blacklisted/banned/debarred. Report with police station may also be filed against such bidder/his representative.
- d) Undertaking by the firm that it would own responsibility of any damage arising because delay in supply, non-supply or supply of poor quality of equipment/implant.
- e) Import license is required for direct import of equipment/implants. No facility regarding import licence for raw materials etc. can be given
- f) EMD will be Rs. 20, 000 (Rupees Twenty Thousand).
- g) The Performance Security will be equal to 5% of the estimated purchases to be made in two years in case of Rate Contract or estimated value of purchase in case of other cases or as per instructions issued by Supplies & Disposals Department, Haryana.
- h) After the expiry of the Defect liability period, the vendor will be free to submit fresh Performance Security equivalent to 5% of the value of CMC in which case his original Performance Security will be released.

### 8.31 Indemnity:

The Registrar, SKAU, Kurukshetra, all employees of the University shall remain at all times fully indemnified and the supplier shall keep every concerned Department duly indemnified against any chemical analysis or statutory inspections/check during the shelf life of the items supplied. It is made clear that no suit, prosecutions or any legal proceedings shall lie against the Registrar, SKAU or any other officer/official of the University for anything that is done in good faith or intended to be done on pursuance of the tender.

### 8.32 RESOLUTION OF DISPUTES

If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, the University shall constitute a committee for arbitration.

Venue of Arbitration: The venue of arbitration shall be subject to civil jurisdiction of Municipal limits of Kurukshetra Town, Kurukshetra.



### 8.33 APPLICABLE LAW/ LEGAL JURISDICTION:

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. All legal disputes are subject to the jurisdiction of Kurukshetra courts only.

### 8.34 Fraudulent and corrupt practices For bidders & suppliers:

The University requires that the bidders, suppliers and contractors and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser; defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (*"another party" refers to a public official acting in relation to the procurement process or contract execution*). In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (*a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution*).
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive level*].
  - (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a "party" refers to a participant in the procurement process or contract execution*).
  - (v) "obstructive practice" is:  
deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub- clause (e) below
- (Any action taken by a bidder, supplier, contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper and is liable for following actions)

The University may take following actions in case a bidder/ supplier is found guilty:-

- i) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- ii) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
- iii) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- iv) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.





SECTION IX : FORM AND FORMATS

2nd

*Endus*

## **SECTION 9.1**

### **LETTER OF APPLICATION**

[NOTE: On the letterhead paper of the applicant including full postal address, e-mail and telephone no., fax no., telex no. and cable address]

To,

Registrar,  
Shri Krishna AYUSH University,  
Kurukshetra.

Dated: \_\_\_\_\_

Sir,

1. Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as "the Applicant") and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the:

**Tender for the supply, installation testing and commissioning of Shadow-less Ceiling Focus Lights with Display Integration for Department of Rachna Sharir, Institute for Ayurved Studies and Research, SKAU, Kurukshetra.**

Tender Number	Client Name
----- -----	<b>SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA</b>

2. Attached to this letter Section 9.2 to 9.8.
3. The University and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization or any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. The University and its authorized representatives may contact the following persons for further information:

General, Personnel, Technical And Financial Enquiries

Contact 1:

Telephone:

Email ID

Contact 2:

Telephone:

Email ID

5. This application is made in the full understanding that:
- (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for pre-qualification at the time of bidding
- (b) The University reserves the right to :
- amend the scope and value of the contract/ bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised



requirements; and

- reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and

6. The University shall not be liable for any such actions and shall be under no obligation to inform the Applicant
7. The undersigned declare that statements made and the information provided in the duly completed application are, true and correct in every detail.

Scaled & Signed
Name
For and on behalf of

*LW*

*Sachin*

## SECTION 9.2

### Proforma of Technical Bid

(To be placed in a separate sealed cover Envelope)

1	Name of Tendering Distributor/Good sellers/ Company/Firm/Agency	
2	Names of Owners/Partners/Directors	
3	Full particulars of Office	
	(a)Address	
	(b)Telephone No.	
	(c)Fax No.	
	(d)E-mail address	
4	Full particulars of the bankers of Company/Firm/ Agency, with full address/Telephone number	
	(a)Name of the Bank	
	(b)Address of the Bank	
	(c)Telephone No.	
	(d)Fax No	
	(e)E-mail address	
5	Registration details:	
	(a)Registration with Govt.(give details registration No., authority etc.)	
	(b)PAN	
	(c)Service Tax/GST registration No., if any	
	(d)Any other License held (import/trade license Give details)	
6	Details of Tender Fee	
	(a)Amount (Rs.)	
	(b)Transaction no. and Date	
	(c)Bank Name with address	
7	Details of Earnest Money Deposit	
	(a)Amount	
	(b)Bank Transaction no. and Date	
	(c)Bank Name with address	
8	Annual Turnover of the firm for last 3years (duly certified by the CA Firm)	
	2022-23	
	2023-24	
	2024-25	
9	Successful Supplies made during last three years	

Documents enclosed with Technical Bid (Please see checklist under Section-II). Additional sheet may be attached to give details and the annexures which should be on letter head with the seal and signature.

Signature of Owner/Managing Partner/Director of the Firm/Authorized

Signatory

Date:

Place:

Name:

Firm's Seal:

Address/Mobile No.

*L.N.* *Sachin*



**SECTION 9.3**  
**FINANCIAL CAPABILITIES**

Financial Year	(Rs. In lacs)
	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2022-2023	Rs.
2023-2024	Rs.
2024-2025	Rs.
Average Annual Turnover of the past three years	Rs.

Financial Information in Rs. Equivalent	For year 2022-2023	For year 2023-2024	For year 2024-2025
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

**NOTE :** The above data is to be supported by audited balance sheets duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.

1. Attach copies of audited balance sheets for all three years (2022-2023, 2023-24 & 2024-25).
2. Attach recent solvency certificate from bankers.
3. Indicate financial arrangements for carrying out the proposed work.

**Authorized Signatory of bidder**

*Sachin*

*Lub*

**SECTION 9.4**  
**MANUFACTURERS AUTHORISATION CERTIFICATE**  
**(To be attached with Technical Bid)**

To

The Registrar,  
Shri Krishna AYUSH University,  
Umri Road, Sector-8,  
Kurukshetra

Dear Sir,

**Tender Enquiry No. [Tender Enquiry No.] For [Goods Name]**

We, [name of manufacturers], hereby authorize M/s [name of agents] to bid, negotiate, and conclude the contract with you for the above-mentioned goods manufactured by us.

We jointly and severally remain responsible for the contract negotiated by M/s [name of agents].

We extend our full guarantee and warranty as per the conditions of the contract for the goods offered.

**Furthermore, we confirm that as the Original Equipment Manufacturer (OEM), we shall ensure uninterrupted service and maintenance of the equipment as per the warranty and CMC (Comprehensive Maintenance Contract) clauses outlined in the tender. If, M/s [name of agents] be unable to fulfil their service obligations, we, the OEM, commit to directly or through another distributor will provide the necessary service and support for the quoted items to ensure their continuous operation.**

The services to be rendered by our authorized agent M/s [name of agents] include: [Here specify the services to be rendered by the agent, e.g., sales support, tender submission, local coordination].

Yours faithfully,

[Signature]  
[Name of Authorized Signatory]  
[Designation]  
[Name of Manufacturers]

**Note-1.** This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacture.

2. Copy of manufacturing licence from OEM be also uploaded.

*Lund*

*Sachin*



EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE  
& COMPLEXITY

[illegible]

**Authorized Signatory of bidder**

Sachin

Luc

## **SECTION 9.6**

### **Litigation Details**

Court Cases/Arbitrations

**Name of Bidder:**

Year	Name of the work	Name of the Client, with Address	Title of the court Case/ Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

**Authorized Signatory of bidder**

*Lu*

*Sachin*



### **SECTION 9.7**

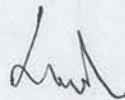
#### **HIGHER PRICE/LOWER PRICE CERTIFICATE**

1. I/We \_\_\_\_\_ hereby certify that the prices quoted by us in Tender Enquiry \_\_\_\_\_ are not higher than the prices charged by us to wholesalers or for institutional supplies;
2. I/We further certify that I/We have not supplied or quoted for any item in Tender Enquiry \_\_\_\_\_ at prices lower than those quoted for the relevant items to any Government/ Semi Government Public/ Charitable Trust Organization/ Institution within the period of 180 days preceding the last date of submission of the tender.
3. I/We hereby undertake that I/We will not supply or quote for any item in Tender Enquiry \_\_\_\_\_ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization/ Institution within the period of validity of the offer / rate contract.
4. I/We also undertake to bring to the attention of the Registrar, Shri Krishna AYUSH University, Kurukshetra any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of the Registrar, Shri Krishna AYUSH University, Kurukshetra with regards to the determination of quantum payable shall be final.

Date :

Name & Signature of the Tenderer

**Note: Base price excluding transportation shall be taken for the purpose of comparison as per the case.**



**SECTION 9.8**

**DECLARATION REGARDING NON- BLACK LISTED**

To

The Registrar,  
Shri Krishna AYUSH University,  
Kurukshetra

**(E-tender for Tender for the supply, installation testing and commissioning of  
Shadowless Ceiling Focus Lights with Display Integration)**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No. \_\_\_\_\_ Dated \_\_\_\_\_ regarding procurement of the Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments for the Shri Krishna AYUSH University, Kurukshetra. I hereby declare that my company has not been debarred/black listed by any Government/Semi Government organizations for quality/service products nor is there any pending dispute regarding short shipment /installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

*Dr. Sachin*



**SECTION 9.9**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

The Registrar,  
Shri Krishna AYUSH University,  
Kurukshetra.

WHEREAS.....(Name and address of the supplier) hereinafter called "the supplier" has undertaken, in pursuance of contract no..... dated..... to Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (description of goods and services) herein after called "the contract".  
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the supplier such a bank guarantee;  
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs..... (Amount of the guarantee in words and figures) which is 5% (Five percent) of the total value of the Purchase Order (i.e. base rate of the product plus Comprehensive Maintenance Charges for all the 05 (five) years as quoted by us in the prescribed Price Schedule), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee is valid up to .....-(indicate date).

.....  
(Signature with date of the authorized officer of the Bank)  
.....





**SECTION 9.10**

**CONTRACT FORM**

**FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING  
OF OPERATORS, WARRANTY OF GOODS & CMC**

To

The Registrar,  
Shri Krishna AYUSH University,  
Umri Road Sector -8 Kurukshetra

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

**This is in continuation to your office's Notification of Award No. \_\_\_\_\_**  
**Dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's Tender document No. \_\_\_\_\_ Dated \_\_\_\_\_, and subsequent amendment No. \_\_\_\_\_ Dated \_\_\_\_\_ (if any), issued by the purchaser.
3. Supplier's Tender No. \_\_\_\_\_ No. \_\_\_\_\_ and subsequent communication(s) No. \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc. which are included in the documents mentioned under paragraphs 02 and 03 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - a. General Conditions of Contract;
  - b. Special Conditions of Contract;
  - c. List of Requirements;
  - d. Technical Specifications;
  - e. Quality Control Requirements;
  - f. Tender Form uploaded/furnished by the supplier;
  - g. Price Schedule(s) uploaded by the supplier in its tender;
  - h. Manufacturers' Authorization Form.
  - i. Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 8.2 of Section-VIII - "Conditions of Contract" of the Purchaser's Tender document shall also apply to this contract.

\_\_\_\_\_  
(Signature, name and address  
of the purchaser's authorized official)  
For and on behalf of \_\_\_\_\_

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of  
the supplier)

For and on behalf of \_\_\_\_\_ (Name and address of the supplier)

(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

*S. Chandra*



End of section: IX

*Sachin*

*Libel*

SECTION X: Declaration of Acceptance of DNIT

Luca

Sadhu



**Declaration of Acceptance of DNIT**

**Acceptance of DNIT**

I (Mr/Mrs/Ms) \_\_\_\_\_ authorized signatory of  
M/s \_\_\_\_\_ (Bidder) hereby certify that I have read  
the tender document and I agree to all qualifying requirements, specifications, Eligibility Criteria,  
Terms & Conditions of the said DNIT.

**Date: -**

**Digital Signature**

**Note:** No need to upload signed Tender Document at the time of submission of Bid.

*Sachin*  
*Ling*

End of Section X

Lub

Sachin



