

2017



## GUJARAT ENERGY RESEARCH AND MANAGEMENT INSITUTE

### TENDER DOCUMENT FOR PROCUREMENT OF EQUIPMENTS FOR PETROLEUM RESEARCH WING OF GERMI

TENDER NO.: GERMI/PRW/2017/011

TENDER ISSUE DATE: 23.10.2017

TENDER SUBMISSION DATE: 08.11.2017

CORRESPONDENCE ADDRESS:

GROUND FLOOR, GERMI BUILDING, PDPU CAMPUS,  
KNOWLEDGE CORRIDOR, RAISAN,  
GANDHINAGAR, GUJARAT - 382007



## **Disclaimer**

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The information contained in this Tender Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of Gujarat State Petroleum Corporation Ltd. (GERMI) or any of their employees or advisors, on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is only purported to be an offer or invitation by GERMI to any party who is qualified to submit the Bids ("Bidders"). The principle purpose of this Tender Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This Tender Document does not purport (claim) to contain all the information each Bidder may entail (require). This Tender Document may not be appropriate for all persons as it is not possible for the GERMI employees, or advisors to consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis to check the accuracy, reliability and completeness of the information provided in this Tender Document and where ever necessary obtain their independent advice from appropriate sources. GERMI, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision (accuracy), reliability or completeness of the Tender Document. GERMI may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this Tender Document.

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## I. TENDER NOTICE

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1. Sealed tenders are invited under **two bid system viz. Technical Bid and Financial Bid** from reputed and experienced suppliers for supply of equipments for Petroleum Research Wing of GERMI
2. Bidders have to deposit the Earnest Money Deposit (EMD) of Rs. 5,000.00 only if the quotation value is more than Rs. 1,00,000.00 in the form of Demand Draft drawn in favour of '**Gujarat Energy Research and Management Institute**' payable at Gandhinagar.
3. In the first instance, the technical bids will be opened on **08.11.2017 at 1600 hrs** and evaluated by the empowered Committee. At the second stage, Financial Bids of technically qualified Bidders only will be opened on **13.11.2017 at 1600 hrs** for further evaluation and ranking before awarding the contract.
4. This tender document consists of (i) Instructions to the Bidders; (ii) terms and conditions of the tender; (iii) Technical Bid; (iv) Financial Bid (Price schedule) and annexures as mentioned therein.
5. The tender document can be downloaded from the website of GERMI i.e. [www.germi.org](http://www.germi.org). Bidders are requested to go through the instructions to the bidders and terms & conditions contained in the Tender document. There is no tender fee nor is any fee required to be paid at the time of submission of the bids.
6. The tender, complete in all respects, should be submitted in a prescribed form along with supporting documents in sealed envelopes addressed to the **Director General, Gujarat Energy Research and Management Institute, Gandhinagar, Gujarat** must reach on or before **08.11.2017 by 1500 hrs**. Bids should be hand delivered at the aforementioned address on or before the said date.
7. GERMI reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason. Further Addendum/Corrigendum, if any, will be uploaded onto website of GERMI only. The decision of GERMI, in this regard, shall be final and binding on all.

## II. IMPORTANT TENDER DETAILS

1.	Tender No	GERMI/PRW/2017/011
2.	Name of work	Supply of equipments for Petroleum Research Lab of GERMI
3.	Place of supply	<b>Gujarat Energy Research and Management Institute</b> GERMI building, PDPU Campus, Raisan, Gandhinagar, Gujarat – 382007, INDIA
4.	Bid Security	Rs. 5,000.00 for the quotations exceeding Rs. 1,00,000.00 as quoted value
5.	Period of Supply	The time period to be allotted for supply of equipments post receiving the purchase orders shall be 30 days from the date of PD.
6.	Last date of receipt of bids	08.11.2017 up to 1500 hrs
7.	Date and time of opening of Bid	On 08.11.2017 at 1600 Hrs for technical bids only, price bid will be opened for qualified technical bidders and will be intimated subsequently / later on after necessary procedure and evaluation of technical bids, if any changes will be intimated to the bidders.
8.	Office where Bid is to be opened	Gujarat Energy Research & Management Institute 1st Floor, Energy Building, PDPU Campus, Raisan, Gandhinagar - 382 007, Gujarat.

### III. INTRODUCTION

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- 1.1. Gujarat Energy Research & Management Institute (hereinafter referred to as “GERMI”), is promoted by Gujarat State Petroleum Corporation Ltd. (GSPC), a fully integrated energy company.
- 1.2. GERMI is a centre of excellence in industry learning and has been set up to develop human resource assets to cater to the petroleum and allied energy sectors, improve knowledge base of policy makers and technologists and provide a competitive edge to leaders to compete in the global arena. GERMI has already established Pandit Deendayal Petroleum University (PDU) which is actively pursuing initiatives in the areas of education and research in alternative energy resources.
- 1.3. GERMI plans to develop a World-Class Research Centre with all the high-tech state-of-the-art facilities. The research centre is currently at a very nascent stage and needs a long way to go.
- 1.4. GERMI wants to invite bids for procurement of following equipment for its Petroleum Research Wing from Indian manufacturers/authorised dealers of equipments:
  1. Plant Growth Chamber
  2. Lypholizer (Freeze Dryer)
  3. Stereo microscope
  4. Ultra violet inspection cabinet (Flourescope)
  5. Biological Oxygen Demand (BOD) Incubator
  6. Bacteriological Incubator
- 1.5. The detailed specifications of the equipments is given in Annexure 2.

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## IV. INSTRUCTIONS TO THE BIDDERS

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### 1. Definitions

- i. "The GERMI" means the Gujarat Energy Research and Management Institute, the hirer.
- ii. "The Bidder" means firm or manufacturer or authorised distributor who participates in this tender and submits bid.
- iii. "The Supplier" means the original manufacturers or authorised distributors of equipments only.
- iv. "The Purchase order value" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligation.

### 2. Tender documents

- 2.1. The Tender documents consists of the following –
  - i. Notice inviting tender
  - ii. Instructions to the bidder
  - iii. Terms and conditions of the tender
  - iv. Technical bid
  - v. Financial bid format (price schedule)
- 2.2. The bidder(s) is/ are expected to examine all instructions, forms and terms & conditions contained in the Tender document. Failure to furnish all information required as per the Tender document or submission of bid not substantially responsive to the Tender documents in every respect will be at the bidders' risk and may result in rejection of the bid.

### 3. Documents / Certificates

- 3.1. The bidders are required to submit technical bid enclosing therewith photocopies of following documents (Documents in original should be produced for verification before signing of the agreement), failing which their bids will be summarily rejected and will not be considered any further:
  - i. Registration Certificate as per existing norms (indicating the legal status – company/partnership firm/proprietorship concern etc.)
  - ii. Copy of CST/VAT/TIN/ST Registration Certificates;
  - iii. Copy of PAN Card;
  - iv. Copies of Income Tax Return filed for last three financial years;
  - v. Copies of audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for last three financial years
  - vi. Proof of experience of supplying for Government Departments/ Colleges/ Universities (Copies of two Purchase Orders received during each of the last three years should be enclosed), if any
  - vii. Manufacturer's authorisation certificate as a Distributer for the equipments to be valid at least up to January, 2017
  - viii. Bid Form as per Annexure 4.

### 4. Clarification on Tender Documents

- 4.1. A prospective bidder requiring any clarification on the Tender Documents may notify the Commercial Department, GERMI in writing or by e-mail at the mailing address madhu.c@germi.res.in. Such requests for clarifications should be sent not later than seven days prior to original or extended deadline for submission of the bids.
- 4.2. If required a bid meeting shall be held at GERMI on short notice to clarify all the information.
- 4.3. Explanation of the query but without identifying the source of the inquiry will be uploaded on to GERMI website [www.germi.org](http://www.germi.org) for the benefit of all the prospective bidders or will be intimated individually to the concerned bidder if found specific to the bidder.
- 4.4. Any clarification issued by the GERMI in response to query raised by prospective bidders shall form an integral part of this Tender document and it may amount to amendment of relevant clauses of the Tender document.



## 5. Amendment of Tender Documents

- 5.1. At any time prior to the dead line for submission of bids, the GERMI may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Tender Documents by amendment. The amendment will be uploaded on to GERMI website [www.germi.org.in](http://www.germi.org.in) for the benefit of all the prospective bidders.
- 5.2. In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the Commercial Department may, at his discretion, extend the deadline for the submission of bids.

## 6. Rejection of incomplete and conditional tenders

- 6.1. The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

## 7. Non transferability

This tender is non transferable.

## 8. Minimum eligibility criteria

Bidder(s) should

- 8.1. have preferably experience of providing such equipments to Government Departments/ PSUs/ Colleges/ Universities etc. and compulsorily since minimum last 3 years. It is compulsory to produce necessary certificate (purchase orders) along with the bid, failure to provide will lead to the rejection of the bids.
- 8.2. have an average annual turnover of Rs. 15 Lacs and above, during the last three financial years and the minimum turnover of not less than 10 Lacs in any year in each of the last three years under consideration. The Supplier should submit full Audited Annual Reports of the past 3 years (2014-2015, 2015-2016 and 2016-2017).
- 8.3. Submission of supporting documents for Tender Qualifications:  
The bidder should submit the following documents as documentary evidence in support of the Tender qualification criteria:
  - 8.3.1. Copy of Client's purchase Order
  - 8.3.2. Contact Details of the Client like Name, Address, Email ID and Phone Nos.

### NOTE:

1. Bidders not fulfilling the above threshold criteria will not be entitled for evaluation and proposal (bid) will be out-rightly rejected.
2. Joint Ventures [JV's], Consortium or Associations shall not be permitted.
3. In submission, if any fake or fabricated documents are found, such kind of bids shall be rejected and in such cases Earnest Money Deposit of the bidder will be forfeited.
4. GERMI reserves the rights to cancel and or change the bidding process at any stage without assigning any reason. GERMI also reserves the right to reject any or all of the Bids received at its discretion, without assigning any reasons whatsoever.
- 8.4. However, it is informed that mere fulfilment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.
- 8.5. Any relaxation in the eligibility criteria shall be at the discretion of Director General.

## 9. Language of Bid

- 9.1. The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the GERMI shall be written in English only.

## 10. Documents comprising the bid

The bids prepared by the bidder shall comprise of (i) technical bid and (ii) the financial bid.

- i. The technical bid should be sealed in a separate cover and super scribed "**Supply of equipments for Petroleum Research Laboratory of GERMI**". All the information/ documents sought should be provided with the technical bid. The documents / information sought should be in the same serial order as given in the technical bid.

- ii. The financial bid shall specify the rates / prices in the format shown in the financial bid/price schedule.

**N.B. All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected.**

#### **11. Bid Prices**

- 11.1. The rates/ prices should be quoted in Indian Rupees only in words as well as figures. Any kind of taxes or charges as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.
- 11.2. Only one price should be quoted and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.

#### **12. Bid Security**

- 12.1. Bid Security of Rs. 5,000.00 if the quoted price exceeds Rs. 1,00,000.00 (in case quoted price is less than Rs. 1,00,000.00, bid security shall be nil) in the form of demand draft from any scheduled bank drawn in favour of “**Gujarat Energy Research and Management Institute**” payable at Gandhinagar shall accompany the bid.
- 12.2. Bid Security shall remain valid for a period of **90 days**.
- 12.3. A bid received without it shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.
- 12.4. Bid Security for lesser amount / not submitted in the manner prescribed will be rejected and returned to the bidder.
- 12.5. The Bid security of the unsuccessful bidder will be discharged / returned to them within **30 days** after finalization and award of the contract without any interest.
- 12.6. The bid security may be forfeited:
  - i. If a bidder withdraws his bid during period of bid validity specified in the Tender document
  - ii. In the case of successful bidder, if the bidder fails to:
    - a. sign the contract or accept the purchase order
    - b. furnish the Performance security within the specified time in the document.

#### **13. Period of validity of bids**

- 13.1. The bid shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the GERMI as non responsive.

#### **14. Signing of the bids**

- 14.1. The bid shall be typed or printed. All pages of the Tender document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- 14.2. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- 14.3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

#### **15. Submission of Bid**

- 15.1. The bid shall be submitted in accordance with the procedure detailed herein:
  - i. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.
  - ii. **Envelope No.1** Shall contain the Bid Security as indicated in clause 13.1 of these instructions to bidders.
  - iii. **Envelope No.2** Shall contains all the information and documents in the same serial order as shown in the technical bid. A covering letter also may accompany the technical bid.
  - iv. **Envelope No.3** shall contain the rates / prices of the items duly filled in (schedule of rates) on company's letter head and signed and stamped. The bidder must fill up quoted price against each item in the spaces provided in the respective columns.

**N.B. Price should not be indicated in any of the documents enclosed in envelope 1 and / or 2.**

- 15.2. All the above envelopes shall bear the Name of the Work as described in the Notice inviting tenders and shall be sealed in a fourth envelope (fourth envelope also should bear the name of the work as described above along with tender number, due date and time) and addressed to The Director General, Gujarat Energy Research and Management Institute, 1<sup>st</sup> Floor, GERMI Building, Knowledge Corridor, Raisan, Gandhinagar, Gujarat - 382007 and must reach on time. If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.
- 15.3. All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
- 15.4. The bidder shall seal the bid.

**16. Deadline for submission of bids**

- 16.1. Bids must be submitted to the Director General, GERMI on or before the prescribed date and time i.e. on or before 08.11.2017 by 1500 hrs.
- 16.2. No bids will be received/ accepted after the expiry of the prescribed date and time for submission of the bids.
- 16.3. Director General, GERMI may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the GERMI and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- 16.4. The responsibility for submission of the bids in time would rest with the bidder.
- 16.5. Telegraphic / Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.
- 16.6. Bids received, if any, by the GERMI after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

**17. Modification and withdrawal of bids**

- 17.1. The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the GERMI prior to the deadline prescribed for submission of the bids.
- 17.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with clause 16. A withdrawal notice may also be sent by telex/ fax but followed by a signed confirmation copy by post (which should be received by the GERMI before the deadline for submission of bids).
- 17.3. Subject to clause 17 no bid shall be modified subsequent to the deadline for submission of bids.

**18. Bid Opening and Evaluation**

- 18.1. **Envelop No.1** containing the bid security shall be opened by the Committee **at 4.00 P.M on the last date for submission of the bids** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found as prescribed the bid shall be summarily rejected.
- 18.2. **Envelop No. 2** containing the technical bid shall then be opened. Bids shall be numbered serially. The bidder's names, documents submitted/ not submitted and such other details as the Committee, at its discretion may consider appropriate shall be announced at the bid opening.
- 18.3. The Technical Committee shall examine/ evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the Tender document without material deviation.**

- 18.4. The **financial bids** of technically qualified bidders only will be recommended for opening and consideration by the empowered Committee. The said Committee will evaluate the bids to determine whether (i) they are complete; (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order.
- 18.5. **Envelop No.3:** Containing the sealed price bid of bidders whose bid is found to be generally in order and substantially responsive shall be opened at a subsequent date (after completion of the analysis of the technical bids and recommendations thereof) to be intimated in advance to such eligible bidders.
- 18.6. Only summary of prices quoted by the bidders will be read out.

#### **19. Process to be confidential**

- 19.1. After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 19.2. Any effort by the bidder to influence the GERMI in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

#### **20. Clarification of Bids**

- 20.1. To assist in the examination, evaluation and comparison of bids, the empowered committee/ official may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e-mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 22 hereof.

#### **21. Determination of Eligibility & Responsiveness**

- 21.1. The empowered Committee will determine whether the bid is **substantially responsive** to the requirements of the Tender documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the Tender documents without any deviation or reservation.
- 21.2. A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

#### **22. Evaluation and Comparison of Bids**

- 22.1. Only such of the bids as have been determined to be substantially responsive to the requirements of the Tender documents, in accordance with Clause 22 will be evaluated. Other non responsive bids will be rejected.
- 22.2. Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.
- 22.3. Evaluation of the bids will take into account, in addition to the bid amounts, the following factors:
  - i. Arithmetical errors corrected in accordance with Clause 25.2
  - ii. Such other factors as may be considered to have a potentially significant impact on contract execution price and payments.
- 22.4. Offers, deviation and other factors, which are in excess of the requirements of the Tender documents or otherwise result in the accrual of unsolicited benefits to the GERMI, shall not be taken into account in bid evaluation.

#### **23. Technical evaluation**

- 23.1. GERMI shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order.

23.2. Prior to financial evaluation, pursuant to clause 22, the GERMI will determine the substantial responsiveness of each bid to the Tender document. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the Tender documents without any deviation or reservation. **The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.**

23.3. A bid determined as substantially non responsive will be rejected by the GERMI and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

#### **24. Financial evaluation and comparison of substantially responsive technical bids**

24.1. The GERMI shall shortlist those who are eligible and submitted substantially responsive technical bids for opening of financial bid. Successful bidders would be called to attend opening of financial bids. **The financial bids of unsuccessful bidders would not be opened.**

24.2. Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- i. Where there is discrepancy between amounts in figures and in words, amount in words will govern;
- ii. Incorrectly added totals will be corrected;
- iii. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail;
- iv. If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

24.3. The GERMI may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

#### **25. Contacting the GERMI's officials**

25.1. Subject to clause 21 (clarification of bids) no bidder shall try to influence the GERMI on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.

25.2. Any effort by the bidder to influence the GERMI in the GERMI's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### **26. Issue of purchase order**

26.1. Subject to Clause 24 & 25, the purchase order shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the Tender documents and who has offered the lowest evaluated bid (**subject to the selection of the sample by the empowered committee**) provided further the bidder has the capability and resources effectively to supply the equipments.

#### **27. Right to accept / reject any or all Bids**

27.1. Notwithstanding Clause 24 & 25, Director General, GERMI reserves the right to accept or reject any bid including the lowest 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 obligations to inform the affected bidder or bidders of the grounds for the said action.

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## V. TERMS AND CONDITIONS OF THE TENDER

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### 28. Application

28.1. The general conditions shall apply purchase orders issued by GERMI.

### 29. Liquidated damages

29.1. If the Supplier for any reason other than Force Majeure, fails to timely delivery the equipments at Designated Site as per the time schedule mentioned in the purchase order or any other date notified by the GERMI or if the Supplier repudiates the Contract before completion of the work in accordance with the purchase order, the GERMI may without prejudice to any other right or remedy, shall have a right to seek payment from the Supplier and the Supplier shall pay to GERMI, as ascertained and agreed liquidated damages, and not by way of penalty, point five percentage (0.5%) of total Order Value for each week or part thereof of such late delivery of the equipment or equipments up to a maximum of Ten percent (10%) of total Purchase order value.

### 30. Force Majeure

30.1. If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as "events") provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the GERMI as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

### 31. Settlement of disputes

31.1. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Director General, GERMI or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

### 32. Mode of Payment

32.1. Payment against Bill / Invoice shall be released only after execution of the scope of work and the quality of the material are found to the satisfaction of the GERMI. Payment will be made direct to the Supplier through A/c payee cheque only.

32.2. No request for other mode of payment will be entertained.

32.3. Following shall be payment bifurcation:

32.3.1. 80 % against complete delivery of equipments at site

32.3.2. Rest of the 20% shall be paid after final satisfactory installation of the equipments

32.4. N.A.

### 33. GERMI's Rights

33.1. The GERMI reserves the right to accept/reject any or all of the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever.

33.2. The GERMI reserves the right to award the contract to more than one Bidder.

33.3. The GERMI reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

33.4. If a firm after award of the contract violates any of the terms and conditions fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. Bid Security /performance security shall be forfeited.

34. **Period of Supply**

34.1. The order shall be deemed to have come into effect and force and be binding on the Parties with effect from the date of purchase order issued and the entire scope of work shall have to be completed within a period of 45 days ("**Primary Term**").

34.2. The GERMI may, at its option and sole discretion, extend the Term of the Contract for a further period of 15 days after the expiry of the Primary Term, depending upon the circumstances, by giving the Supplier a written notice of 7 (seven) days prior to the expiry of the Primary Term of the Contract ("**Extended Term**"). Any such Extended Term shall be subject to the same terms and conditions of this Contract and shall be at the same Rates and Price Schedules as set out in the Contract.

35. **Insurance**

35.1. For its risks and liabilities assumed hereunder, the Supplier shall, at it's own expense procure and maintain as a minimum, the insurances of the equipments till it reaches the GERMI site and ensure that they remain in full force and effect throughout the Term of the Contract.

35.2. The provisions of this clause shall in no way limit the liability of the Supplier under the Contract or Applicable Laws.

35.3. The Contrator shall be responsible for and shall save, indemnify, defend and hold harmless the GERMI, their respective officers, directors, employees, agents and other persons with whom GERMI may be associated from and against all Claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

- a. loss of or damage to property of the Supplier whether owned, hired, leased or otherwise provided by the Supplier arising from or relating to the performance of the Contract;
- b. personal injury including death or disease to any person employed or engaged by the Supplier arising from or relating to the performance of the Contract,

## Annexure 1: Technical Bid (Bidders Details)

Sr. No.	Particulars	Details
1.	Name of the bidder:	
2.	Address of the bidder :	
3.	Contact Details of the bidder:	
4.	Tel. No. with STD (O)	
5.	(a) Mobile No (c) E-mail (d) Website	
6.	Name of Proprietor/Partners/Directors of the firm/Supplier:	
7.	Bidder's bank and its address and his current account number:	
8.	Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc. (Pl. attach copies of the relevant documents/certificates)	
9.	Tax registration details (Pl. attach copies of the relevant documents/ certificates)	
10.	Copies of Permanent Account Number (PAN)/Income Tax Circle/TIN of the bidder	
11.	Annual turnover for the last three years (Audited a/c statements such as P&L a/c, balance sheets, etc for last three years should be attached)	
12.	Proof of experience in similar work for PSUs/Govt. Depts or for any other company / organisation (Copies of two Purchase Orders received during each of the last three years should be enclosed)	
13.	The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.	
14.	Details of Award / Certificates of merit etc., if any, received from any organization (Please attach copy of the certificates, if any)	
15.	Any other information document: please specify	
16.	<b><u>THE BIDDER SHOULD SPECIFY THE TECHNICAL SPECIFICATION OF ALL THE MATERIAL THAT THEY ARE QUOTING IN THE TECHNICAL BID. THIS IS TO CHECK THE QUALITY OF MATERIAL USED IN THE TECHNICAL EVALUATION OF BID AND THIS SHOULD BE AS PER HTE DETAILS GIVEN IN SCOPE OF WORK</u></b>	



**N.B. Bidders to ensure that all**

- (i) Pages have been signed and stamped by the authorized persons**
- (ii) Pages have been numbered**
- (iii) Documents are legible (clearly readable)**

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

**Name & Address of Firm:** .....

**Dated:** .....

Authorized Signature & Seal of the Firm

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## Annexure 2: Specification of equipments

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### 7. Plant Growth Chamber

- Chamber volume: 300 – 400 litres
- Microprocesor based PID controller with alarm system
- Double door with transparent glass and minimum 6 numbers of shelves
- Temperature Range 10°C tp 60°C (with lights ON) and 5°C to 60°C (with lights OFF) with  $\pm 0.1^\circ\text{C}$  accuracy
- Illumination Range: 0 – 30000 Lux.
- Refrigeration: ~1HOP, Heater: ~4kW, Humidity Range: 40% to 90% RH with  $\pm 4\%$  accuracy
- Evaporation: By Fan and Heater
- High & Low Temperature protection, Over current & leakage breaker
- Castor Wheels

### 8. Lypholizer (Freeze Dryer)

- 4 – 5 kg capacity
- Temperature: 80°C
- Vacuum Degree: 15Pa
- Larger Touch Screen Multi-color LCD display
- Temperature & Vacuum trend graph
- Digital Display of Vacuum & temp
- Inbuilt Pre freezing with tray
- Tray drying with maximum 4 shelve-flask manifold for s ml &
- Transparent Acrylic Chambers with 8 flask manifold for 100 ml & 200ml each four pressure cover for sealing of sample
- High quality compressor
- Vacuum Pump with 250 lit/min displacement, NRV & Thermal protector
- Multi Pipe Line – T Ampoule Manifold
- 24 Rubber seal ring for 24 ampoule tubes
- Minimum Ice condenser specification – Capacity – 5 kg/24 hrss, Volume – 16 litre (approx.)
- Condensor capacity upto -80°C
- Cooling system: air cooled condensot with no CFCs
- 8 vacuum connections including 8 rubber vacuum valves
- Teo stage oil sealed rotary vane pump with (a) suction power at least 9.7 to cbm/h (b) Final vacuum (without gas ballet) – 0.002 mbar
- Inner rack - ~3 heated shelves and adjustable temperature
- Touch screen with programming channels, with drying levels to control the whole unit
- Condenser pre-cooling phase
- User option to begin pre-cooling prior to loading the samples eto avavoid starting delays
- Required glassware for freeze drying

### 9. Stereo microscope

- Optical system: Stereoscopic
- Observation Head: Tiltable between 45 degrees, rotatable at 360 degrees
- Eye peice: Wide field 10x with diaopter and eye guard
- Zoomobjective: 0.7x to 3x

- Magnification range: 7x to 30x continuous with 10x eye piece
- Working distance: 100mm
- Mechanical body: Lateral zoom control movement incident 4W LED lamp. Clip for holding specimen
- Illumination system: 4 watt 30 degrees incident transmitted light system with LED lamps with separate brightness controls

#### 10. Ultra violet inspection cabinet (Flourescope)

- The oil flouroscope is versatile, dual purpose instrument designed for on-site or laboratory inspection of drill cuttings for the presence of oil. The compact handheld UV lamp fits comfortably in the hand. Special design viewing cabinet provides a darkroom environment for the viewing materials. The cabinet features a contrast contrast filter that absorbs UV energy to protect the eyes.
- A darkened environment is created with the specially designed viewing cabinet. Materials can be placed in the cabinet and viewed through the UV blocking curtain. The operator can use a white light to examine drill cuttings and then switch to an ultraviolet light to determine the existence of hydrocarbons. All of this can be accomplished without removing the sample from the instrument.
- Acrylic or powder coated cabinet
- Short wave (254 nm) & long wave (365 nm) light source
- Safety for short wavelength

#### 11. Biological Oxygen Demand (BOD) Incubator

- Capacity: Approximately 300 litre with three shelves
- Cabinet with castor wheels
- Chamber made with SS 304
- Inner glass door for inspection with changing the temperature
- Temperature range: 5°C to 60°C or better
- Temperature control with microprocessor with PID controllers with suitable sensor
- Illumination light inside the chamber for visibility
- Modular removable SS shelves with complete flexibility
- Air circulation fan for maintaining uniform temperature in cabinet
- Safety thermostat for overshoot temperature cut off system
- Suitable stabilizer for incubator

#### 12. Bacteriological Incubator

- Capacity: Approximately 300 litres with three shelves
- Cabinet with castor wheels
- Chamber made with SS 304
- Inner glass door for inspection with changing the temperature
- Temperature range 5.0°C to 60.0°C or better
- Temperature control with microprocessor with PID controllers with suitable sensor
- Illumination light inside the chamber for visibility
- Modular removable SS shelves with complete flexibility
- Air circulation fan for maintaining uniform temperature in cabinet
- Safety thermostat for overshoot temperature cut off system
- Suitable stabilizer for incubator



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**Annexure 4: Bid Form**

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(On Supplier's letter head)

DATE: -----

To,  
The Director General  
Gujarat Energy Research & Management Institute  
Gandhinagar

**Sub.: Bid form for supply of equipment at Petroleum Research wing of GERMI**

**Ref.: Tender No : GERMI/PRW/2017/011**

Dear Sir,

After examining/reviewing the Tender document for the subject Contract we the undersigned, are pleased to offer to execute the whole or part of the works as described in, and in conformity with, the said Bidding Documents, in accordance with the Contact.

We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/banned / suspended business dealing. I/We further undertake to report to the GERMI, Gandhinagar immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the Contract with you.

We confirm that, if our Bid is accepted, services/material will be provided in accordance with the Contract and the obligations imposed on us under the Tender document. We confirm that this Bid will be valid for a period of 90 days from the date of submission of the Bid and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

We enclose a DD of Rs 5,000.00, if applicable, bearing no. \_\_\_\_\_ dtd. \_\_\_\_\_ drawn on \_\_\_\_\_ for the Bid Security in accordance with the provisions of the Tender document. We agree that the Bid Security will be forfeited under circumstances mentioned in the Tender document.

Until a final Contract is prepared and executed, the Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that Tender document is not exhaustive and any action and activity required to be performed for fulfilment of contract and completeness of the work in all respects shall be carried out by us within the prescribed time frame and agreed price. We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Yours faithfully,

Signature & Stamp: .....

Name: .....

Designation: ,.....

## **Annexure 5: No Deviation certificate**

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[On Bidder's letter head]

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

To,  
The Director General  
Gujarat Energy Research & Management Institute  
Gandhinagar, Gujarat

Dear Sir,

We, (Bidder's name) Confirm our acceptance to all terms and conditions mentioned in Tender document (.....), and all subsequent addendums / clarifications, in totality and withdraw all deviations raised by us, if any.

\_\_\_\_\_  
Authorized Signatory with seal

Name:

Place: