CENTRAL UNIVERSITY OF KARNATAKA

(Established by an Act of the Parliament in 2009)

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CUK/GeM/HEFA/10/ Date: 18.03.2024

RE-TENDER NOTICE FOR SUPPLY OF Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer

(THROUGH E-PROCUREMENT MODE)

Central University of Karnataka invites online electronic bids (Technical and Commercial) from eligible and experienced Original Equipment Manufacturer (OEM) or OEM Authorized Dealer for the supply, installation and after sales support of a **Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer** with on-site comprehensive warranty (warranty period of 5 years) from the date of installation of the ICP-MS as per the terms and conditions specified in the tender document as briefly described hereunder:

1.	Name of the Equipment	**Supply, delivery and installation of Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer (as per Annexure-1).**
2.	Bid submission mode	Online through e-procurement mode on Central Public Procurement Portal. **Two Packet system:** Packet 1 –Techno-commercial Bid and Packet 2 -Financial Bid.
3.	Earnest Money Deposit Rs.75,000/- (Seventy Five thousand Only)	Payable through Demand Draft drawn on any nationalized bank in favour of **“Central University of Karnataka”** payable at Kalaburagi. The DDs should be sent to “The Registrar, Central University of Karnataka, Kadaganchi -585367, Kalaburagi District” in sealed envelope by superscripting as **“EMD for Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer”** The DDs shall reach on or before the date and time of bid opening. **OR** Through Online payment Account Number: 5109101000001 Bank: Canara Bank IFSC: CNRB0005109 Bank Address: Canara Bank, Central University of Karnataka, Kadaganchi – 585367 Kalaburagi district, Karnataka, INDIA and should enclose the necessary document proof of remittance through online

4.	Date and time of availability of bid document in the portal.	From 16.00 Hrs. of 18.03.2024 to 15.00 Hrs. of 09.04.2024
5.	Last date and time for submission of bids	15.00 Hrs. of 09.04.2024
6.	Date and time of opening bids (Techno-Commercial Bid)	16:00 Hrs. of 10.04.2024

A. Instructions to Bidders

1. Bids are to be submitted online through e-Procurement portal of the Central Public Procurement Portal (CPP portal).
2. Bids submitted offline will not be considered.
3. Bidders are instructed to read and understand the eligibility criteria and terms and conditions.
4. EMD is Payable through Demand Draft drawn on any nationalized bank in favour of **"Central University of Karnataka"** payable at Kalaburagi. The DDs should be sent to "The Registrar, Central University of Karnataka, Kadaganchi -585367, Kalaburagi District" in sealed envelope by super scribing as "DDs for **Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer**" tender. The DDs shall reach on or before the date and time of bid opening.

OR

through Online payment
Account Number: 5109101000001 Bank: Canara Bank
IFSC: CNRB0005109

Bank Address: Canara Bank,
Central University of Karnataka,
Kadaganchi – 585367, Kalaburagi district, Karnataka, INDIA

and should enclose the necessary document proof of remittance through on line

5. EMD of the unsuccessful bidders will be returned/refunded after opening the financial bids and EMD of the successful bidder will be refunded on submission of the performance bank guarantee (PBG) and PBG will be returned after the warranty period is over.
6. To avail the concessions available to Micro and Small enterprises, such bidders are required to upload, the valid registration certificate issued by NSIC.
7. Bidders are advised to submit the tender strictly based on the terms and conditions and specifications contained in the Tender Document. Conditional bids will be summarily rejected.

B. Eligibility of the bidders

The bidder should be a registered firm.

1. Bids can be submitted by original equipment manufacturers (OEM) or authorized dealers or distributor of **Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer.**

2. The bidder should not have been black listed by any Govt./Semi Govt./Private Institution.

3. The bidder should be free from the encumbrance and there should not be any vigilance case/ CBI case/ Court Case pending against the bidder.-A declaration to this effect needs to be provided by the bidder.
4. The firm should be registered with the Income Tax, GST and other required statutory registrations.
5. The firm should have an experience of at least 3 years in supply of **Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer** and document proof in support of work order / purchase order from reputed government institution is required to be enclosed.
6. Average annual turnover during the past three years from 2020-21 to 2022-23 should be at least Rs. 75 Lakh (Rupees Seventy lakh only).
7. The bidder should enclose audited financial statements and income tax returns for the last three financial years 2020-21 to 2022-23.
8. List of Indian clientele with all contact details for similar equipments is also required to be furnished.
9. The bidder should submit the Purchase Order and Installation Report of supplying at least one **Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer** or similar equipment to any of the Government organization during the last two years (F.Y. 2021-22 to 2022-23).

C. <u>Each Bidder shall upload the following signed documents</u>

Packet I

1. Annexures I, II and Firm registration certificate
2. GST Registration Certificate, PAN Card and NSIC certificate, if applicable.
3. OEM / Authorized Dealership /Distributorship Certificate from principals
4. Audited Profit and Loss for last three financial years from 2020-21 to 2022-23.
5. ITRs for the last three years (from the Assessment Year 2020-21 to 2022-23)
6. Work orders/purchase orders from reputed organizations to meet the eligibility requirements.
7. Brochure/leaflet of the quoted only **Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer**

Packet II

8. Annexure III –Financial Bid (BoQ)

(4) TERMS AND CONDITIONS OF THE TENDER

1) Price/ Taxes:

Prices stated in this tender are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement of the order will also apply to the present order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes, viz., sales, value-added or similar taxes until and unless specified in the schedule. This University in registered with DSIR vide No.TU/V/RG-CDE(1115)/2013 dated 24thOctober 2013 & is exempted for paying excise & Custom Duty.

2) Acknowledgement and Acceptance of agreement:

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

3) The Vendor as an Independent Contractor:

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

4) Delivery:

The equipments should the delivered to the Central University of Karnataka within six months from the date of opening of the LC, and complete installation within 60-90 days of the equipment delivery. In case of indigenous purchase the supply should be made within 30 days and installation be completed within next 15 days. Part delivery of the order shall not be accepted and the order in such situations is liable to be cancelled by the University and to place order with the another vendor. In such circumstances, the university shall charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery in instalments shall not be construed as obligatory unless agreed upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

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

5) Reproduction of Documentation:

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

6) Rescheduling:

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

7) Shipping, Packaging and Labelling:

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

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 remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. 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, specified in the contract and in any subsequent instructions ordered by the Purchaser.

It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason.

Vendor is responsible to ensure, by contacting the University, that the shipping has been properly done i.e., all the items/goods have properly reached the University.

8)Changes /Amendments:

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

9) Inspection and Acceptance:

Material procured from vendor shall be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order.

If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:

(a) rescind the purchase/supply order as to such non-conforming Material; (b)
accept such material at an equitable reduction in price;

(c) reject such non-conforming material and require the delivery of suitable replacements

(d) If the vendor fails to deliver suitable replacements promptly, the university, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.

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

10)Invoicing / Payments / Set Offs:

After each completion of supply/purchase order, the Vendor shall send duplicate invoices including item number to the University's concern Department.

Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the university with respect to this agreement.

11) Terms of Payment and Conditions:

(A) For Indigenous/Indian equipments/stores on DDP Destination basis: -

90% of the total payment shall be released on delivery, installation and commissioning of the equipment. With submission of inspection report and on certification of satisfactory installation of the equipment at the consignee's premises and after "ensuring verification of the Performance Bank

Guarantee Security" @ 10% of the Purchase Order value. Balance 10% of the payment will be released after warranty period is over.

(B) For Imported Equipments/ Stores:-

For Foreign/Principal suppliers of equipments/stores: - For payment made through Letter of Credit (L/C)

An irrevocable letter of credit (L/C) for 100% of the value of the imported equipments/stores (excluding the value of the Indigenous / Indian equipments / stores, if any) shall be established on submission of the acknowledgement of the order by the successful bidder stating the country of origin and port of shipment, submission of Performance Bank Guarantee Security @ 10% of the Purchase Order value, four copies of the Proforma invoice and confirmed Letter of Credit (LC) opening details.

It shall be the responsibility of the bidder to ensure that all the requisite documents are provided to the purchaser including the Performance Security in original for appropriate denomination and period on priority basis, so as to ensure opening of LC on time.

Out of this, 90% of the value of the imported equipments/stores will be paid against delivery, installation and commissioning of the equipment. With inspection certificate (where applicable) and shipping documents to the Principal through L/C. Balance 10% of the payment will be released after warranty period is over.

Price Fall Clause:-

If at any time prior to delivery of the equipments/stores, the bidder/supplier reduces the sale price of such equipments stores as covered under this tender enquiry, to any organization (including Central/State/Deemed university) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipments/stores being supplied after the date of coming into force of such reduction, the price of equipments/stores shall stand corresponding reduced.

12)Selection of the Bidder:

For the purpose of selection of the bidder, a two-stage bidding process will be followed. The response to the tender should be submitted in two packets viz. Techno- Commercial Bid (Packet-1, and Financial Bid (Packet-2)must be submitted in the CPP Portal.

(a) Techno-commercial Bid (Packet-1)

Techno-commercial bid should contain information regarding the company/firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self declaration not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going for the bidding:

i. SPECIFICATIONS: Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per the specifications (see Annexure – I). At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.

ii. Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.

iii. Information on the firm & company details, copy of registrations must be enclosed. In case of authorized dealers/distributor certificate in prescribed format from **Original Equipment Manufacturers (OEM),** on the same should be enclosed for participation in the said tender.

iv. Authorization letter from manufacturer in case of dealer/s for the said equipment enclosed with the technical specifications.

v. OEM should be internationally reputed Branded Company.

vi. Copy of mandatory test reports, national testing/reliability and endurance test reports etc., certified or conducted at the manufacturing site, granted by the bureaus/quality control departments/national testing laboratories.

vii. A write up on service and maintenance capability, mitigation of risks or breakdown and replacement capability, with the escalation support matrix suggested for the University. Vendors must indicate their sales and support service centre in India and their plan to address issues about services, maintaining minimum service inventory etc.

viii. Signed & Stamped compliance sheet of the technical specification of the offered equipment with technical printed literature must be enclosed with the technical bid in the prescribed format.

ix. Clientele list (List of the institutes/organizations, where the similar order has been executed during the last three years) and work done list. Supporting documents (couple of orders without any alteration/modification, copies of installation report) must be enclosed.

x. (PO) to whom such items/stores have been supplied should be mentioned in the technical bid.

xi. Performance Certificates from clients.

xii. Self-attested photocopy of annual turnover, IT clearance Certificate, Audited Balance Sheet, etc.

xiii. The bidder/OEM self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.

xiv. DD/ for EMD amount.

xv. Tender form fee in case of website version.

xvi. The form of the “Terms and Conditions” should be duly filled and signed by authorized person.

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

xviii. University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.

(b) Financial Bid (Packet-2):

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

b) All costs should be given in figures and words. All the Govt. levies like sales tax, octroi, custom duty, educational cess & service tax etc., if any, should be clearly and separately mentioned for each item or component. However, all taxes will be paid at actual rates applicable at the time of delivery.

c) The rates quoted should be applicable to educational institutions and any cost advantage received in lieu thereof should be passed on to the University.

d) Prices shall not be subject to escalation of any nature

e) Prices should be FOR – Central University of Karnataka and supplier will be responsible for custom clearance for forwarding the same up to university campus. Custom Duty will be reimbursed on actual basis, after submission of the evidence in original.

f) **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they have <u>not quoted</u> the same item on lesser rates than those being offered to UNIVERSITY to any other customer nor they will do so till the validity of offer execution of the purchase order, whichever is later.

g) Copies of **at least last two-supply orders** received from other customers or details of last two supplies made to other customers preferably in India for the same item/model **may be submitted with the offer** giving reasons of price difference of their supply order & those quoted to us, if any.

h) The party must give details of identical or similar equipment, if any, supplied to any UNIVERSITY department during last three years along with the final price paid and Performance certificate from them.

i) The Cost of the equipment should be inclusive of all taxes and statutory levies.

Labour /installation charges, packing, insurance, freight etc. should be mentioned separately

(inclusive of all taxes leviable on them). For imported/indigenous goods price to be quoted FOR CUK. Unit price of each product and accessories should be quoted separately. Maximum educational discount for University as could be offered should also be mentioned. The university is exempted from payment of custom and excise duty on Scientific and Technical equipment/instruments by DSIR, Govt. of India. Necessary certificate will be issued on demand.

j) Financial statements with net profit, duly audited / certified by Chartered Accountant (CA) of the last three financial years along with the copies of Income Tax Return (ITR) must be enclosed with the technical bid.

k) INSPECTION: The inspection of the system will be done by our technical expert

/Scientist in the presence of firm's representative.

l) In case of receipt of the material in short supply or damaged condition the supplier will have to arrange the supplies/ replacement of goods free of cost pending the settlement of the insurance case wherever applicable on FOR at the University or CIF basis till satisfactory installation of the system.

m) The supplier should arrange for physical Inspection of the items directly or through their authorized representative within seven days of arrival of the consignment failing which they will be responsible for the losses. After the shipment is effected, the supplier/its representative/Indian agents must remain in touch with the University to ascertain the date of arrival of consignment.

n) No commitment to accept lowest or any bid: University shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers, without assigning any reason what so ever. University reserves the right to make any changes in the terms and conditions of the bid. University will not be obliged to meet and have discussion with any vendor and or to listen to any representations.

o) Short listing of Vendors: University will create a shortlist of technically qualifying vendors and the financial bid of only these vendors will be opened. University reserves the right to decide whether the items being quoted are as per the requirement of the University and are of standard/leading brands in the market. University reserves the right to decide which offer best suits the requirement of the university. Further, after opening financial bids of the short listed tenders, if there is a discrepancy between word and figure, the amount indicated in words will prevail.

p) **Delivery period**: For imported goods the complete delivery, installation & commissioning of both the equipments/instruments should be made within six months from the date of issue of order. For indigenous goods it is within six months.

q) **Installation and Commissioning:** Free of cost at University. The OEM must ensure timely installation of the complete unit with necessary support to the indenters, as per details and lists to be made available by the Stores Section or the indenting Departments/Centres/Schools.

r) **Conditional Offer** will not be accepted.

s) **Past Performance of the Vendors will be judged at the time of Technical Evaluation.**

The **OEM** (**Original Equipment Manufacturer)** should be an ISO-9000 or ISO-14001 certified company with due credits to energy conservation and green earth compliance.

Vendors should clearly mark on the both sealed envelopes **"Tender For supply and installation of Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer**" (Central University of Karnataka) and **"Technical Bid/Financial Bid"** on the left hand side top of the respective envelopes.

While the above procedures lay down the overall guidelines, Central University of Karnataka reserves the right to select the vendor based on other parameters, at its discretion.

13) Performance Security:

On receipt of notification of award from the University, the successful Bidder shall furnish the performance Bank guarantee security at 10% of the cost of the material ordered in the form of DD in favour of The Central University of Karnataka or in the form of Bank Guarantee or in another form acceptable to the University. Failure of the successful bidder in this respect shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder on same rate or call for new bids.

14) Rejection of Bids:

a) If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.

b) Incomplete bids are liable to be rejected.

c) If the technical offer contains any price information the offer will be summarily rejected.

d) Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.

e) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.

f) The schedule for accepting the tenders shall be strictly followed- late tenders shall not be accepted.

g) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.

h) The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the quotation for rejection.

Each page of the tender document including all annexure duly stamped and signed by the bidder must be submitted along with the tender bid and tender should be page numbered.

15) Liquidated damages for delayed supply:

If vendor fails to deliver any of or all products or does not perform the services within the period specified in the contract, the University reserves the right to, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 1% of the price of undelivered stores at the agreed price for each week to maximum limit of 5% of the value of stores so undelivered. Once maximum is reached, the second party may consider termination of contract.

16) Assignment / Subcontracting/sublet:

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

17)Cancellation:

The University reserves right to accept any Bid and to Reject any Or all Bids: The Purchaser also 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.

The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order.

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

(a) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or

(b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or

(c) files a voluntary petition in bankruptcy; or

(d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or

(e) voluntarily ceases trading; or

(f) merges with or is acquired by a third party; or

(g) Assigns any of its rights or obligations under the Order to a third party without the university's prior written consent.

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

18) Warranty:

a) Five year onsite comprehensive warranty with the statement of availability of spares and consumables for at least 10 years from the date of the installation of equipment and also provide the warranty declaration that everything to be supplied by us hereunder shall be free from any defects in material, workmanship, transportation hazards, and shall be of the highest quality in full conformity with the specifications.

b) Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the University authorities.

c) Downtime: During warranty period not more than 5% downtime will be permissible. For downtime exceeding 5 %, a penalty equivalent to 0.50% of the F.O.R. value of the equipment for every week or part thereof may be imposed. Downtime will be counted from the date and time of the filing of complaints within the business hours of the tenderer

d) The Vendor warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry as per Indian Standard Institution (ISI) or similar standard. The Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the university.

In addition to any other express or implied warranties, the Vendor warrants that the material furnished pursuant to this order will be:

(i) Free from defects in design except to the extent that such items comply with detailed designs provided by the university; of merchantable quality and suitable for the purposes, if any, which are stated in the tender/quotation.

(ii) If any material covered by agreement is found not to be as warranted, the University may, by written notice to the Vendor:

(a) Reject such defective material and require the delivery of suitable replacements.

(b) If the Vendor fails to deliver suitable replacements promptly, the University, with notice of seven business days, may replace or correct such material and charge the Vendor the additional cost occasioned.

(c) Any items corrected or furnished in replacement are subject to all the provisions of this article entitled WARRANTIES to the same extent as items initially furnished or originally ordered.

(d) Free maintenance and service during warranty.

(e) Regular upgrades to all software during the entire warranty period.

(f) Vendor should provide a certificate that they will provide the spares in future at least for five years.

(g) Vendor should provide insurance up to the delivery point (on-site and not up to the nearest international airport) and until the time of installation.

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

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

19) Consumables/spares: All hardware & software including drivers, device interface cards/network adaptor card must be pre-installed & pre- configured in the computer/equipment provided. Licensed version of system software should be provided in CD (with up-gradable version).

Manual - Hard copies of instruction/operation/service manuals should be supplied.

List of important Consumable/ Spares for trouble free operation of three years should also be provided.

20)Training/installation:

a) Installation testing: Suppliers of the instrument must provide free installation, commissioning and testing of the equipment in the laboratory at the current temporary site and thereafter at permanent site.

b) Comprehensive training of faculty & staff after installation should be provided, wherever deemed appropriate and an update in every six months (3-4 days) for the first two years and every year (1 week) for the next three years.

c) About 10 days On-site intensive training on operation, maintenance and application modules to the research scholars and post-graduate students after installation.

D) Onsite application training for triple/multi quad ICP-MS system by original equipment manufacturer (OEM) Engineers should be given after installation and commissioning of the instrument at CUK, Kalaburagi, Karnataka, India, which will also include real sample analysis quantification using different method files.

21)Patent Indemnity:

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

22)Compliance with Laws:

After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.

23)Law of the Contract:

The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Karnataka.

24) Site preparation:

The supplier shall inform the University about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Suppliers must provide complete details regarding space and all infrastructural requirements needed for the equipment, which University should arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to University in the preparation of the site and other pre-installation requirements. Rate quoted by vendor should be valid for at least six months from the date of receipt of quotation.

As far as possible, quotations should be given for goods of Indian manufacturer and if foreign goods quoted and proposed to be supplied should be covered by normal input quota of the dealer. This University is exempted from payment of custom duty/excise duty. Certificate of the same will be provided by the University, if needed.

Registrar, Central University of Karnataka, Kalaburagi reserves the right to reject any or all tenders without assigning any reasons. Corrigendum / Addendum or cancellation of this tender if any may be communicated through proper channel.

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

Registrar

Central University of Karnataka

Annexure I – Technical Specifications

Technical Specifications for Triple Quadrupole / Multi-Quadrupole Inductively Coupled Plasma Mass Spectrometer

A. Background and General Requirements

The Central University of Karnataka, established by an Act of Parliament in 2009, is launching state-of-the-art Sophisticated Instrumentation Centre (SIC) in which the Department of Geology intends to establish Triple/Multiple Quadrupole ICP-MS facility focusing on research and development for earth and environmental sciences, chemistry and metallurgy, etc. The facility will be developing and implementing analytical techniques aimed at trace element/isotopic analysis of rocks, ores, minerals, water and other geological matrices for a wide range of concentrations.

This tender/technical specification is seeking quotations for the supply of the necessary triple/multi quadrupole ICP-MS instrumentation with a warranty of five years. The bid is to be submitted in two Packet. Packet No. 1: Techno-commercial Bid along with undertaking of fulfilling general conditions; Packet No. 2: Commercial Bid. Both covers to be sealed and put in a single cover clearly printing on the top as “TENDER FOR TQ-ICP-MS”. Interchanged contents in these covers shall automatically disqualify the bid.

The specifications mentioned here are the minimum requirements for the described instrument. The possibility exists for an instrument, hardware or software option, to exceed our minimum specification. Therefore, this tender document asks the vendor or manufacturer to indicate their specification, and if, and under what circumstances, a quoted specification may, or may not, exceed the desired minimum. Our minimum specifications, and/or the Manufacturers' quoted specifications, are expected to be representative of instrument behaviour and capabilities throughout the warranty period.

The vendor/manufacturing firm shall furnish all facilities, labour, and materials to provide goods and services in accordance with the terms and conditions described in this specification for both the hardware and software. The vendor shall maintain an inventory of spare parts and such tools and instruments as necessary to properly and efficiently maintain the equipment for the life of the systems. The vendor shall provide an undertaking to arrange for the supply of all critical recurring consumables like specialty gases, calibration standards, and performance test solutions for five years at additional cost.

The vendor shall provide at least two performance certificates of same or similar model installed in the last three years in any Indian Research / Academic institution with all contact details. The vendor SHOULD HAVE full-fledge after sales service facility based in India with expert service engineers. A guarantee has to be provided for uninterrupted supply of equipment spares/consumables at least for TEN years after installation and a guarantee of less than 5% of equipment down-time in a year caused due to failure in providing timely service/spares/consumables.

B. Technical Specifications

The Triple/Multi Quadrupole ICP-MS instrument should be capable of precise and accurate quantitative multi-element analyses across the full mass range using a quadrupole mass filter device housed under standard laboratory environment even without Class-100/1000 clean rooms. The instrument must be capable of simultaneous measurement in analogue and pulse counting modes with a linear dynamic range of 11-orders of magnitude or better for a given element and with fully automatic cross calibration capabilities in wide range of Geological, Biological and Environmental samples. The specifications given below are written so as to allow the vendor freedom to quote various hardware and software configurations. The ability is sought to resolve or eliminate polyatomic interferences via a collision/reaction cell, as part of the triple/multiple quadrupole system particularly those involving the trace, REE and precious metals.

1. Sample introduction system

a) Standard sample introduction system must consist of computer controlled pulsating pump of minimum three channels integrated with the instrument and capable of handling aqueous solutions with high dissolved solids of the order of 10% or better.

b) It should consist of strong acid resistant and HF resistant pneumatic nebulizer or HF resistant crossflow nebulizer, with provision for using other type of nebulizers with computer controlled peltier cooled spray chamber or better, torch, injector, sampler-skimmer cones and tubing set. Torch, lenses and cones should be easily accessible for maintenance
c) It should have significantly low dead volume (quick washout) with option for low uptake rate sample introduction.
d) The sample introduction should have easy change-over from one type to another (liquid mode to solid mode) including Laser Ablation interfacing.
e) Additional two complete set of Glass concentric nebulizers and HF/PFA resistant kit including nebulizer, spray chamber, torch, injector, tubing set & cones set.
f) System should have the capability to handle concentrated solutions for direct aspiration (having high TDS with direct aspiration) along with fully automated & software controlled single accessories.
g) Four Mass Flow Controller for Plasma, Auxiliary, Nebulizer/sample and Makeup/Additional (Argon Dilution) gas must be offered.
h) **Optional:** An auto-sampler as optional item with minimum 100 vials or better, with complete enclosures of ducts and exhaust. Autosampler must have wellplate/microplate kit to analyze low volume samples i.e. 700-800µl. 1000 Nos. vessels should be included.

2. Ion Source

a) ICP source with solid state RF generator at ~27 MHz or better frequency band attached to a 3-4 turn load coil or suitable module with programmable RF power with power range 600 W to 1600 W in steps of 10W or better.
b) The argon plasma torch ignition shut down and system warm up should be auto-controlled with software.
c) Torch position should allow for complete computer control and auto-tunable in x-y-z directions with independent movement or as per system requirement.
d) Provision for auto alignment of the torch with reproducibility better than 0.1 mm or suitable in horizontal and vertical directions.

e) Adequate water re-circulating chiller for continuous cooling of RF generator, RF load coil and ICP interface

3. Vacuum System

a) Suitable vacuum system with turbo molecular and rotary pump. Analyzer pressure in the range of $<1x10^{-6}$ mbar or better (during operation) with full gas load.
b) Provision for automated vacuum reading at low and high vacuum ends of the mass spectrometers. In case of power failure high vacuum should be maintained.
c) The vacuum system should be safely protected with a hard-wired vacuum integrity system with start-up and shutdown sequencing.

4. Ion- extraction interface

a) Dual or triple design of cones or any other better system with water cooled interface.
b) Standard combination of nickel/ platinum sampler and skimmer cone or equivalent for maximum sensitivity should be provided. They should be easily mountable and demountable without compromising analyzer vacuum.
c) PC controlled slide valves, default to closed position when plasma is off or in case of power failure or any better system.
d) Cone interface: System must have interface to analyze all kind of samples (i.e high matrix, high sensitivity, low matrix, boron matrix etc) ,without any manual intervention or hardware changeover to comply all guaranteed performance specification of system as per published data sheet (i.e. True liner dynamic Range, Detection Limits, Sensitivity, Oxide ratio, Abundance sensitivity etc)

5. Collision and Reaction Cell (CRC)

a) The triple/multi quadrupole ICP-MS system should incorporate atleast one cell offering three modes of operation, i.e., standard mode, collision cell mode with KED and reaction cell mode to utilize a wide variety of gases including 100% pure reaction gases like O_2, CH_4, He or He/H_2 mixture etc. for removal of polyatomic/spectroscopic interference.

b) The switching of reaction and collision gases should be fast and automated through software System should be capable of utilizing reactive gases as per requiremnt.
c) Suitable gas lines along with Mass Flow Controller (MFC) for reaction gas to support various reaction gases in pure or premix form.
d) To reduce routine maintenance when analyzing high matrix samples, the collision/reaction cell must be protected from contamination by ion lens or quadrupole ion deflector mechanism to remove neutrals and photons entering in main stream.
e) The vendor should demonstrate with acquired data that, through the introduction of reaction gases in collision and reaction cells or collision reaction interfaces or equivalent, there is an ability to reduce interferences of $^{40}Ar^{16}O$ on ^{56}Fe, $^{40}Ar^{35}Cl$ on ^{75}As, and $^{40}Ar^{63}Cu$ on ^{103}Rh. The Central University of Karnataka reserves the right to select the instrument that demonstrates the largest reductions in these interferences.

6. Mass Analyzer System

a) It should consist of atleast three or more quadrupoles including CRC/CRI/DRC or equivalent in order to provide superior ion transmission, resolution and high abundance sensitivity.
b) The analyzer should discretely control the resolution of the selected mass region dynamically without affecting the overall nominal resolution of the system.
c) Mass range: 2-260 or better amu in the quadrupole along with unit mass filtering capability. Mass resolution: Variable from 0.3 amu to 1 amu or better.
d) Mass calibration assessed & automatically calibrated. Scanning speed 3000 amu/s or better

7. Ion Detector Assemby

a) The ion detector should be with analogue and digital mode of operation with a linear dynamic range of 11-orders of magnitude or better for a given element with true linear dynamic range, not extended dynamic range.
b) Dwell time: 100 μSec or better in both pulse count and analog mode.
c) Both the analog and pulse counting modes should be protected against overload.
d) Working concentration range of the detectors should be from the detection limit to 1ppt and >1000 ppm or better.

8. Software

a) The equipment operating software should be user friendly preloaded on a latest computer system with MS Windows platform preferably with built-in two hard drives (Primary and Secondary). The secondary drive should act as the permanent non-erasable storage of the data and analytical inventories automatically transferred from the primary drive that contains the operating and data processing software. (we have detailed this under section 10)

b) The firm should provide free software upgrades from time-to-time at least for five years after the installation.

c) Software should permit remote real time operation of the instrument and provide inbuilt methods for areas of our research interest particularly in elemental and isotopic ratios.

9. Performance Specifications

a) Vendors are required to specify the Sensitivity (in Mcps/ppm or Kcps/ppb) for following elements along with printed proof/certified tested copies on the quoted models.

Low mass: Li(7) – 65 or better

Mid mass: Y(89) or In(115) - 300 or better

High mass: Tl(205) or U(238) - 300 or better

b) Detection limit (in ppt)

Be (9)- 0.5 or better

In(115) - 0.1 or better

U(238) or Bi(209) - 0.1 or better

c) Oxide Ratio: CeO^+/Ce^+ : < 2 % or better

Double charged ratio Ce^{++}/Ce^+<4.0

Background (cps) : 1cps or better (LM & HM)

Short term & Long-term stability (%RSD): < 3

Isotope ration precision for $^{107}Ag/^{109}Ag$ (%RSD): <0.2

Abundance Sensitivity: 5×10^{-9} or 0.005ppm or better (LM & HM)

Scanning speed: 3000 amu/sec or better

10. Computer System and UPS

a) Original Equipment Manufacturer (OEM) configured suitable PC with dual monitor (24'') and latest model one B & W printer for regular use and one laser color printer for limited/specific use must be offered which is compatible with the operation of machine.
b) Dedicated 30 KVA UPS with 1 Hour backup from the reputed brands/ manufacturers with one hour back up time with power output quality as per requirement of the instrument.

11. Other items for installation

a) System should be supplied with NIST calibration multi-element standards 22/23 elements (10ppm; 250 ml) & NIST multi-element calibration standards 22/23 elements including 1000 ppm, 250 ml)
b) Single element (100 or 10ppm, 125 ml) for Hg & Au.
c) Auto-tuning standards for system check and mass calibration.
d) REE Multi elemental standard mix (17-18 element including U & Th) (250 ml) 100 µg/L; 100µg/ml precious metals multi-element (Au, Pd, Rh, Ir, Pt, Ru) 250 ml; 100µg/ml Osmium standards for ICP-MS -200ml
e) Internal standard mix (5 element or more) 500ml
f) Gas cylinders with regulators: Argon (About 10 cu.m capacity: - 10 Nos., Reaction gases NH_3, Hydrogen, Oxygen– (01 set each as per requirement).
g) Gas Panel as per requirement. Branded manifold with four-cylinder capacity for Argon.
h) Suitable exhaust fume hood assembly for ICP-MS
i) Compact and low-noise chiller unit.

12. Consumables (For about 3 years) (as per indented instrument specification)

- Pt tipped sampler, skimmer cone set - 5 sets
- Standard injector and torch – 3 nos.
- Standard spray chamber & standard nebulizer - 4 sets
- Standard Peristaltic pump tubing for samples (pk/12) – 4 sets
- Peristaltic pump tubing (pk/12) – 2 nos.
- Tubing for spray chamber drain () – 5 sets
- Sample tubing for nebulizer, 10/pk – 2 nos.
- PFA sample tubing, - 8 Sets.
- PTFE tubing for internal reaction cell gas, 1/pk – 2 sets

- Carrier/Make-up/Dilution gas tubing – 2 each
- Graphite gasket for Sampling cone (3/pk) – 3 sets
- Oil element/mist filter - 1 sets
- Pump oil (1L) - 10 nos.
- RF coil - 1 set
- Screw, spacer and O-ring for cell - 1 sets
- Fluid for chiller – 6 L
- Cone cleaning solvent /chemical - 4 nos.
- Swab (cotton-tipped both ends) - 200 nos.
- Alumina Powder 100 gm - 2 nos

Requirement of Standard/Reference materials:

Reference mineral/ore/rock standards, multi elemental solution as mentioned below should be quoted with the instrument.

Six each geological and environmental reference materials (GEOREM/NIST or suitable supplier) as per availability, multi-element NIST traceable standards (100ml each 10ppm,100ppm & 1000ppm); REE multielement standard 250 mL, Precious Multi element standard 250mL, Osmium standards 250 mL, Hg standards 200mL, 500 mL Internal standard (5 element mix) may be supplied.

- **MERCK (solution)**

Sl.	Description
1	Multi element standard solution – OC314979
2	Multi element standard solution – HC626403

13. Additional Requirements

a) Pre-Installation requisites

(i) Comprehensive guidelines for the development of the pre-installation infrastructure including requirement of UPS, AC, transformer etc. with their specification. It will be the responsibility of the vendor to insure that the all necessary essential accessories and ancillary items are quoted for carrying out the standardization, optimization and calibration for objective applications including standard, chemicals, gases and consumables.

(ii) The supplied system should be complete in all aspects to take the sample analyses at CUK, Kalaburagi, premises.

(iii) The institute shall provide none other than three phase electricity line and appropriate laboratory ambience.

b) Installation and Acceptance Testing

Installation and acceptance testing requirements should be explicitly mentioned along with the technical bid/ specification.

c) References

Company must have experience of supplying and supporting minimum such instruments in India for similar or equivalent configurations for geological applications, life sciences and chemical sciences with contact details (email, address, mobile) of the persons In-charge of the instrument, its model and date of installation. User list and other documents must be enclosed alongwith compliance statement. Vendor must provide all published documents as supporting evidence.

d) Warranty

Minimum five years warranty from the date of installation of complete set up of triple/multi quad ICP-MS, UPS, Gas Panel, Fume Hood/Exhaust etc. (Except consumable Items).

Training

Onsite application training for triple/multi quad ICP-MS system by original equipment manufacturer (OEM) Engineers should be given after installation and commissioning of the instrument at CUK, Kalaburagi, Karnataka, India, which will also include real sample analysis quantification using different method files.

Annexure II: List of optional items to be quoted

	Item	Specification	Model-Make
1	**Annual Maintenance**	Annual maintenance contract for three years post warranty including the spares and software be provided and quoted separately	

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

Date:__________

Place:__________

Signature of Bidder

Name: ____________________________

Designation: ________________________

Manufacturer / Name of OEM Authorized Dealer:

____

Contact No.: ___________________________

CENTRAL UNIVERSITY OF KARNATAKA

(6) TENDER FORM

(Techno Commercial UN priced Bid)

Tender No……………….

To

The _________________

____

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 180 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.

3. A crossed Bank Draft in favour of the Registrar, Central University of Karnataka for Rs.

……. (Rupees……………….only) as Earnest Money is enclosed. The Draft is drawn on

……………………………..Bank payable at Kalaburagi.

4. The following have been added to form part of this tender.

a) Details of items quoted for, as per instructions provided in the schedule of requirement.

b) Schedule of requirements, quoting the make only duly signed and stamped (without indicating price)

c) Copy of PAN.

d) Copy of last audited balance sheet.

e) Copy of Valid Central/State sales tax registration certificate. f) Proof of manufacturing Unit.

g) Statement of deviations from financial terms & conditions, if any. h) Manufacturer's Authorization Certificate on their letter pad.

i) Technical Specifications Compliance statement along with original Boucher / literature.

j) Any other enclosure. (Please give details)

5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.

6. Certified that the bidder is:

   a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

OR

   b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

OR

   c) A company and the person signing the document is the constituted attorney.

   (NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

7. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,

(Signature of bidder)

Dated this day of ___________________________

Address…

……………………………..

……………………………..

Telephone:________________

FAX______________________

E-mail____________________

Company seal

CENTRAL UNIVERSITY OF KARNATAKA

(7) Tender Form

(Priced Bid)

To.

The ____________________

____

____

Ref: Tender No ……………………………….. Dated---------

Sir,

Having examined the bidding documents and having submitted the techno commercial un priced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements

and in conformity with the said bidding documents. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed

schedule of price.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete

Financial Bid as required by you. This includes:

i. Price Schedule as per schedule of requirement.

ii. Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/

constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(**NOTE**: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of ___________

Signature of the Bidder

Details of enclosures:

Full Address with email

Company Seal

Price Schedule "A"

E.M.D.___________________________

D.D. Details______________________

Bank Name______________________

Date________________________________

Item No.	Item Name	Basic Price	Taxes and duties (if any) with rate & details	Delivery charges Other charges (if any)	Total Price F.O.R.at Central University of Karnataka.
1					
2					

Total No. of Items(s) quoted **Seal & Signature of the Bidder**

(8) FORMAT OF PERFORMANCE BANK GUARANTEE

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee. This bank guarantee should be furnished on stamp paper of Rs. 100/- The stamp paper should have been purchased in the Name of the Bank executing the Guarantee. In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

WHEREAS M/s ………………………………………., having its registered office at

……………………………………………… hereinafter called the Distributor in India for

……………………………………………………………………………………………………, herein after called "The supplier" for the supply of …………, in consideration of the Central University of

Karnataka, Department of ………………….., School of …………………Central University of Karnataka,

, Kalaburagi (hereinafter called "CUK") P.O. No. CUK / …………………. dt. placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs…………. (Rupees

……………………………. only). We ……….. Bank, ……………… (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CUK an amount on exceeding to Rs………… (Rupees……………………….. only).

2. We …………Bank do hereby undertake to pay CUK, the amounts due and payable under this guarantee without any demur, merely on a demand from CUK stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs……….(Rupees

……………………………. only)

3. We undertake to pay to the CUK any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We the …………Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CUK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the CUK certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said

……………… and accordingly discharges this guarantee.

5. We, the …………. Bank further agreed that the CUK shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CUK against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the CUK or any indulgence by the CUK to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.

7. We, the …………. Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CUK in writing.

8. This guarantee shall be valid upto …………………… unless extended on demand by CUK. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs………/- (Rupees ……………………………. only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs………../- (Rupees

……………………………….. only)

2. Bank guarantee shall be valid upto …………………..

3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before ……………………..

Dated:

Signature & Seal of the Bank

Note: The aboveformatcontainsspecificclausesandexpressions.Theseclausesand expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CUK is fully protected.

(9) FORMAT FOR MANUFACTURER'S AUTHORIZATION LETTER TO AGENT (On letter head)

Ref. No. Date:

To

The Registrar,

Central University of Karnataka, Aland Road

Kadaganchi - 585367

Sub. : Tender for supply and installation of laboratory instruments/equipments.

Dear Sir,

We, ___________________________, who are established and reputed manufacturers of , _________________________ having factory at________________________, hereby authorize M/s.____

(name & address of Indian distributor / agent) to bid, negotiate and conclude the order with you for the goods manufactured by us.

We shall remain responsible for the tender/ Agreement negotiated by M/s ___________________________, jointly and severely.

An agency commission of _______ % included in the FOB price is payable to M/s ____ . We hereby extend our full guarantee and warranty as per the terms and conditions of tender for the goods offered for supply against this invitation for bid by the above supplier.

1.

2. ____ (specify in detail manufacturer's responsibilities)

The services to be rendered by M/s. ______________________ _____________ are as under:

1)

2) ____ (Specify the services to be rendered by the distributor / agent)

In case duties of the Indian agent/distributor are changed or agent/ distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new Indian Agent failing which we will ipso-facto become liable for all acts of commission or omission on the part of new Indian Agent/ distributor.

Yours faithfully,

[Name & Signature] for and on behalf of M/s. __________________ [Name of manufacturer]

(10) DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed &Attested by Public Notary / Executive Magistrate on Rs. 50/- non judicial Stamp paper by the bidder)

I / We ____________________________ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. hereby declare that the firm/company namely M/s. has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We ____________________________ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. hereby declare that the Firm / company namely M/s.____was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of years w.e.f. ___________ to ______________. The period is over on ____________________ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Central University of Karnataka, and EMD / SD shall be forfeited.

In addition to the above, Central University of Karnataka, will not be responsible to pay the bills for any completed / partially completed work.

Name_________________________ Address __________

____

Attested:

(Public Notary / Executive Magistrate)

(11) CERTIFICATE OF GUARANTEE/WARRANTY

I/We certify that the guarantee/warranty shall be for a period of 60 months (as applicable) starting from the date of satisfactory installation, commissioning and handing over of the equipment and of the works conducted therewith covered under the Supply order in working order. During the guarantee/warranty period, I/we shall provide free “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee / warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 60 days at University premises. The benefit of change in dates of the guarantee / warranty period shall be in the interest of the user/your organization.

During the warranty period, we shall provide at least 4 preventive maintenance visits per year.

Uptime Guarantee: During the guarantee/warranty period, we will be responsible to maintain the equipment in good working conditions for a period 347 days (i.e. 95% uptime) in a block of 365 days.

All complaints will be attended by us within 2 working days of receipt of the complaint in our office.

In case there is delay of more than 2 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.

Penalty: We shall pay a penalty equivalent to 0.50% of the FOB value of the equipment for every week or part thereof delay in rectifying the defect.

Note: The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of University.

We certify that the equipment being/quoted is the latest model and that spares for the equipment will be available for a period of at least 5 years and we also guarantee that we will keep the organization informed of any update of the equipment over a period of 5 years.

We guarantee that in case we fail to carry out the maintenance within the stipulated period, University reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.

We shall try to repair the equipment at University premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at University

premises. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the University after repair. Any loss of equipment or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to University for such losses.

We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of University premises.

In case of extended guarantee/warrantee, we undertake to carry out annual calibration of the equipment.

We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.

We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.

We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

Signature of Bidder

(12) Technical specifications compliance Sheet

1. The technical compliance bid must be in this sheet only, otherwise is should be assumed that bidder is not able to offer technically desired product. Information provided elsewhere or in different form will not be considered.

2. All the columns of this sheet should be filled in compulsorily by the bidder, merely asking the office to refer catalogue or brochure will not be entertained.

3. The bidder shall assume full responsibility of the information provided in this sheet. Any false statement should render the breach of basic foundation of the tender.

Name of Equipment / Instrument:

Annexure:

Compliance Check list/ Table

S.No.	Technical specification	Features available in equipment write (yes/No)	Any deviation from specification	Corresponding page no. and S.No./ para no. of datasheet catalogue/ brochure in support of specification

1	Technical Specification as per Annexure provided 1. 2. 3. 4.			

(13) Check list for Terms and Conditions:

To be filled by the bidder and submitted along with the Technical Bid.

S. No.	**Terms & Conditions as per Bidding Document**	**Attached (Yes/No)**	**Page No.**	**Remarks**
1	Is EMD attached?			
2	**Status of Bidder:** Manufacturer or Authorized Agent of the Manufacturer Whether Public Undertaking, Public Ltd., Private Ltd. Company or Proprietary Firm.			
3	Undertaking from OEM regarding technical support & extended warranty period.			
4	Statements of turnover per year for last three successive years			
5	**User List** where quoted model of the items has been supplied			
6	**Supply** order copy (Minimum two nos. or more) issued by Govt./Semi Govt./Reputed organization for the quoted			
7	**Performance certificate** of the same supplied machine (of quoted make and Model) issued by **Head of the deptt. or Institution** after a minimum period of six months of			
8	Whether rates quoted are inclusive of all taxes or not.			
9	Affidavit to the effect that the bidder is not blacklisted by any Govt. agency or have no pending case either Civil or Criminal			
10	Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions at the rate lower than the rate quoted against			
11	**Original Technical Catalogue** of the quoted model.			
12	**Compliance Statement** with relation to the technical specification as mentioned in the bidding document			
13	Acceptance of all terms / conditions towards **after sales /**			

Annexure II

Tender Application and Declaration Form

1. Name of the Firm: … ……………………… … … … … … … … … … … … … … …
2. Full Postal Address:… ……………………… … … … … … … … … … … … … …
3. Mobile No. ....
4. Telephone No. ....
5. E.mail Id:… ……………………………………… … … … … … … … … … … … …
6. Date of Establishment of Firm...
7. Registration No. of Firm:… ………………………………………………………….....
8. Is your firm participating as original equipment manufacturer (OEM) or on behalf of OEM o r Authorized dealer? ....
9. Give details of any Government contracts executed during the last two year (attach separate sheet, if necessary):… ……………………………………… … … … … …
10. Details of the EMD

Particulars	**Amount**	**DD No. /UTR No.**	**Date**	**Name of the Bank**
EMD				

UNDERTAKING

a) I the undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with all the terms and conditions mentioned in the tender document.
b) The rates quoted by me are valid and binding upon me for the entire period of contract.
c) I hereby undertake to supply the items as per specifications given in the tender document/supply order within stipulated period, if I qualify in the tendering process.
d) I give the rights to the Central University of Karnataka to forfeit the earnest money paid by me if any delay occurs on my part or if I fail to comply with the terms and conditions mentioned in the tender document.
e) There is no vigilance/CBI case or court case pending against my firm **nor** is my firm blacklisted by any agency/department.

Date:________________ Name:__________________________

Place:_________________ Designation:_________________________

Seal:

Note to bidder: To be submitted by the bidder in the letter head and to be signed by the authorized signatory with name and designation. Affix the seal of the firm.

Annexure III – Financial Bid to be quoted in BOQ Format in CPP Portal

Sl.no	Description	Amount in INR / Foreign
1.	Price of the accessory equipment mentioned in Annexure I	
2.	Taxes as applicable	
3.	Charges for transportation, installation, and training, if any.	
4.	Price inclusive of taxes, transportation and installation etc in words and figures.	

Note:

1) If the price is quoted in foreign currency, it will be converted into Indian Rupees at RBI reference rate prevailing on the date of opening the financial bid to prepare the comparative statement and to determine the lowest quoted bid (L1).
2) University will provide DSIR certificate.

Date:________________ Name:___________________________

Place:_________________ Designation:_________________________

Aland Road, Kadaganchi,
Kalaburgi-585 367, Karnataka
Web :www.cuk.ac.in
Mobile: 9995559248
Email: babun@cuk.ac.in

Seal: