

GENERAL SECTION

Yenepoya (Deemed to be University)
Deralakatte, Mangalore- 575018
Vision Group for Science and Technology (VGST)

(Note: Read instructions/Guidelines carefully before tendering.)

NOTE: ALL SCANNED UPLOADED DOCUMENTS HAVE TO BE SIGNED BY THE TENDERER.

01. SCOPE:

The specification covers for supply of the Major Equipments, Softwares detailed in the Specification at **01. The tender has to be submitted through E-Procurement portal [Yenepoya (Deemed to be University), University road, Mangaluru-575018]**

a) <https://eproc.karnataka.gov.in> only.

b) This Tender documents consists of the following:

- | | | |
|-----------|---|--------------------------------------|
| Section 1 | - | General Instructions - this document |
| Section 2 | - | Technical Specification of item |

02. The supplier can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

EMD details as mentioned below:

Sl. No.	Name/Description of the equipment	EMD in rupees
1	Microscope with imaging facility	10,000

2.0 Part-I INFORMATION REQUIRED FOR TECHOCOMMERCIAL PROPOSAL SHALL BE AS PER ANNEXURE-1 WHICH IS MANDATARY

2.1 The bid must clearly indicate the name of the bidder.

2.2 Details of the customers to whom the above machineries software are supplied and performance certificates from respective customer to be furnished.

2.3 The above information shall be provided by the bidder in the form of separate sheets, catalogues etc.,

- 2.4 Any technical & commercial terms deviations shall be mentioned.
- 2.5 The facilities available for manufacture of the material, Manpower details and testing facilities available shall be furnished.

03. EARNEST MONEY DEPOSIT (E.M.D.)

1. Tender Transaction fee and Earnest Money Deposit.

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site (www.eproc.karnataka.gov.in), the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

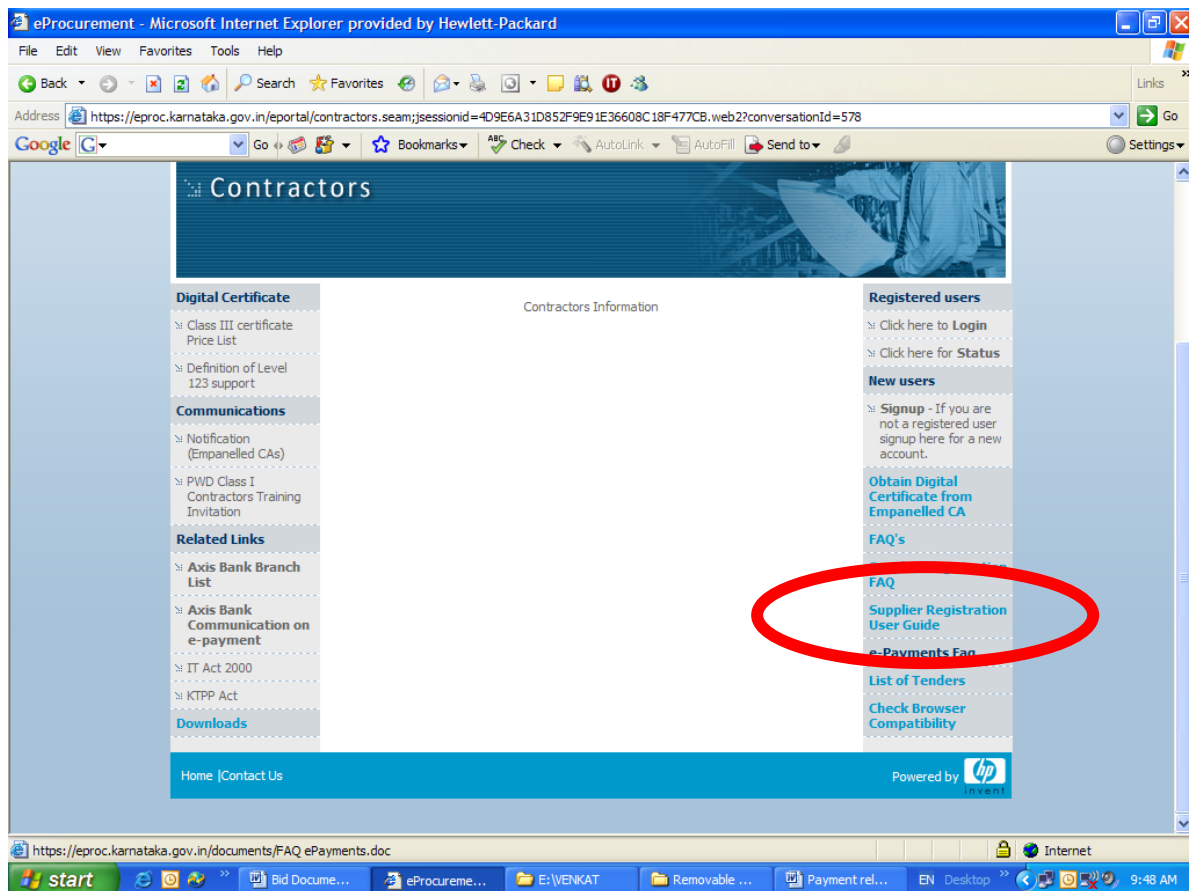
If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction

For details on e-Payment services refer to e-procurement portal for more details on the process.



Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/can cell bid before the bid submission time /Date.

FOR ANY HELP ON E-PAYMENT PLEASE CALL HELPLINE

080-23010900/ 23010901.

04. COMPLETENESS OF TENDER:

The Tender should complete with all details of illustrative and descriptive literature and drawings of the material offered wherever necessary. The Tenderer shall furnish the complete Technical details of the materials as per section-2 of this Tender for the materials offered.

05. REJECTION OF TENDER:

- a) The tenders not containing the complete details as requested, are liable for rejection.
- b) If, on opening of the outer cover, it is seen that the tenderer has not furnished the requisite Earnest Money Deposit in the form specified in terms of Clause - 3 above, the tender is liable to be rejected.
- d) Tenders received from those who quote a lesser validity period than that called for shall be rejected
- e) The tenders with part earnest Money deposit (Less than the amount specified in the advertisement) shall be rejected.
- f) Telegraphic/Fax quotations will be summarily rejected.
- g) The Tender is liable to be rejected if it is:
 - i) Not in the prescribed form.
 - ii) Not properly signed by the tenderer
 - iii) Not in conformity with the Company's Technical Specification.
 - iv) From a tenderer whose past performance is not satisfactory.
 - v) If the tenderer's performance is not satisfactory on previous occasions, are liable for rejection.

06. RIGHTS OF THE INSTITUTION:

Yenepoya (Deemed to be University), reserves the rights:

- a) To accept the lowest or any tender.
- b) To reject any item or all items of this Tender without assigning any reason thereof.
- c) To award contracts / Order to one or more tenderer for the items covered by this tender Specification.
- d) To revise the quantities and delivery schedule if necessary during the pendency of the contract / Order.
- e) The capacity and Quantities mentioned in the tender are provisional and subject to change.
- f) To offer L1 rate to other tenderers participated in the tender.
- g) To accept any item or part of the item of this tender.

- h) Wherever all or most of the firms quote equal rates and cartel formation is suspected, Yenepoya (Deemed to be University), reserves the rights to place order on one or more firms with the exclusion of the rest without assigning any reason.
- i) The firms who quote cartel are warned that their names are likely to be blacklisted.
- j) In tenders where cartel formation is suspected the purchaser will be free to distribute the ordering quantities in any manner deemed fit in the interest of the Yenepoya (Deemed to be University).

07. OPENING OF TENDER:

As per e-procurement portal.

The Price bids of only those tenderer whose techno-commercial bid is qualified will be opened.

08. SOUNDNESS OF THE COMPANY:

The tenderer should confirm whether his Company is financially sound or Potentially Sick Industrial Company. Failure to furnish the information will make his offer liable for rejection.

The tenderer is requested to furnish the exact location of their factory with detailed address, phone/fax No., Mobile No., E-Mail address in their tender to enable for inspection by our Company, if considered necessary.

09. PAST PERFORMANCE:

The intending tenderer shall furnish the details of various supply orders/work contracts executed by them in the past along with the tender. End users Certification if any available may also be furnished.

List of Pending/Running Purchase orders for Items with quantity ordered, supplied and balance quantity as on date should be furnished without fail.

10. PRICES:

- a. The prices quoted shall be “Firm” price for the materials. The prices quoted shall be on inclusive of all taxes for delivery F.O.R. Yenepoya (Deemed to be University) Stores basis i.e., inclusive of freight, insurance, packing, forwarding and all other charges, Details of GST.
- b. Split of details of all-inclusive price should be furnished as below without fail.
 - i) Ex-Factory Price of each category of material.

- ii) Basic Excise Duty if any payable on Ex-Factory Price in percentage and amount.
 - iii) GST as applicable.
 - iv) Surcharge and additional surcharge on sales tax, if any in percentage and amount.
 - v) Other duties if any, in percentage and amount.
 - vi) Packing, forwarding, freight, Insurance and other charges for delivery at F.O.R., Yenepoya (Deemed to be University).
- c. Tenders without break up details as above are liable for rejection.
- d. It should be noted that if the order is placed on a higher Tenderer in preference to the lowest acceptable offer, on consideration of early delivery, the contractor will be liable to pay the company the difference between the contract rate and that of the lowest acceptable Tender in case of failure to complete the supplies in terms of such order within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to the rights under the terms of the contract.

11. ACCEPTANCE:

It is not binding on the purchaser to accept the lowest rates of any tender. The purchaser reserves the right to place orders for individual items on different tenderer and to order more materials during the currency of the order at the accepted rates.

12. VALIDITY OF OFFERS:

Tenders should be valid for acceptance for a period of one hundred and twenty (90) days from the date of opening of the tender. Tenders with lesser validity period shall be rejected.

13. ROYALTIES AND PATENTS:

All royalties or patents or the charges for the use of infringement thereof that may be involved in the contract shall be included in the prices. The tenderer shall protect the Purchaser against any claims thereof.

14. LOSS OR DAMAGE:

External damages or shortages that are prima facie the results of rough handling in transit due to defective packing will be intimated within a fortnight of the receipt of the materials. Internal defects, damages or shortages which cannot be ordinarily detected on a superficial visual examination caused by bad handling in transit or defective packing would be

intimated after inspection on receipt of the materials at our stores. In either case, the damaged or defective materials should be replaced free of cost.

15. REPLACEMENT OF DEFECTIVE/DAMAGED MATERIALS

a. Notwithstanding anything contained in Liquidated Damages Clause of this specification, where the whole or part of the materials supplied by the supplier are found to be defective or damaged or are not in conformity with the specification, such defects or damages in materials supplied shall be rectified at the supplier's works at the cost of the supplier. The defective or damaged materials shall be replaced free of cost within two weeks on receipt of the intimation from the purchaser of such defects or damages. If the defects or damages are not rectified or replaced within this period, the vendor shall pay the liquidated damages at the rate of 1/2% (half percent) value per week (all inclusive price) of such material for each calendar week of delay subject to maximum of 5% (five percent) for the delay from the date of receipt of intimation of the defects or damages.

b. If during the period of supply, it is found that goods already supplied are defective materials or workmanship or do not conform to the specifications or unsuitable for the purpose for which they are purchased, then it will be at the option of the purchaser either to reject the goods and repudiate the entire contract and claim such loss that the purchaser may suffer on that account or request the contractor to replace the defective goods free of cost.

16. RESPONSIBILITY:

The tenderer is responsible for delivery of the materials at the Yenepoya (Deemed to be University) Stores in good condition. The tenderer shall include and provide for securely protecting and packing the materials as per relevant packing standards to avoid damages or loss in transit.

17. PACKING:

The packing shall conform to relevant packing standards. The vendor should however, ensure that the packing is such that the materials reach their destination without damage/loss by Rail or Road and subsequent storage. The words 'Handle with care' should be printed on the cartons.

18. DELIVERY:

a. The delivery period should be specified in the tender in clear and unambiguous terms.

- b. The delivery so specified should be guaranteed by the tenderer under the liquidated damages clause of this specification.
- c. Yenepoya (Deemed to be University) is at liberty to alter the delivery dates on the lesser side to suit its needs as and when necessity arises, during the pendency of the contract.

19. FORCE MAJEURE: -

- a. If, at any time during the continuance of the contract, the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fires, floods, explosions, epidemics, quarantine restrictions or other eventualities then provided notice of the happening of any such eventuality is given by the tenderer to Yenepoya (Deemed to be University) within 15 days from the date of occurrence thereof, neither party shall, by reasons of such eventuality, be entitled to terminate the contract, nor shall have any claim for damaged against the 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 eventuality has come to an and or ceased to exist.
- b. Provided that if the performance in whole or part by the tenderer any obligation under this contract is prevented or delayed by reasons of any eventuality for a period exceeding 60 days, Yenepoya (Deemed to be University) may at its option terminate the contract by notice in writing.

20. LIQUIDATED DAMAGES:

- 1. If the contractor fails to deliver the items/materials within the specified time in the contract or any extension thereof, the purchaser shall recover from the contractor liquidated damages, a sum of **half a percent (0.5%) per week of the all inclusive price of the undelivered items/materials for each calendar week of delay for the first two weeks, thereafter at the rate of 1% per day will be levied subject to maximum of 10% of the all inclusive price of the item / material so delayed.** The total liquidated damages shall not exceed five percent (5%) of the all-inclusive price of the items/materials so delayed. The actual date of delivery of materials at destination stores will be reckoned as date for delivery for this purpose. Liquidated damages will also be recovered for the quantity not supplied as is done for the belated supply. It is the responsibility of the suppliers to arrange for despatch in time to keep up the delivery schedule.

2. If supplies to be rendered against the purchase order are made by the supplier beyond the period of delivery stipulated in the purchase order and if it is accepted by Yenepoya (Deemed to be University), such acceptance is without prejudice to Yenepoya (Deemed to be University) rights to levy liquidated damages for the delay in supply.
3. Yenepoya (Deemed to be University) will also be at liberty to cancel the order if the supply is not made as per the delivery schedule specified in the contract, notwithstanding its rights to claim Liquidated Damages for the belated supplies and quantity outstanding to be supplied as on the date of cancellation.
4. The defaulting contractors will be liable to pay to Yenepoya (Deemed to be University) in addition to Liquidated Damages for delay, the actual difference in price wherever Yenepoya (Deemed to be University) orders the delayed quantity to be supplied/ executed by other agencies at a higher cost.

21. PAYMENT:

100% payment in 60 days subject to receipt and acceptance of materials at Yenepoya (Deemed to be University) Store in good condition of the consignment and on receipt of the contractor's Invoice (in duplicate) and other relative documents specified in the order. **NO OVERDUE INTEREST** will be paid on whatsoever reason. No deviation in the clauses of the terms of the payment shall be accepted. Bids offered with different terms of payment are liable for rejection.

22. INSPECTION:

The purchaser's representative shall have free access to the vendor's works at any time during working hours for the purpose of inspecting the manufacture and testing of the materials covered by this specification. The vendors shall provide the necessary facilities for such inspection.

23. JURISDICTION OF LEGAL PROCEEDINGS:

No suit or any proceedings in regard to any matter arising in any respect, under this contract shall be instituted in Mangalore court only. It is agreed that no other Court shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the courts in Karnataka and not in the court in Mangalore city then it is agreed to between parties that such suits or proceedings shall be instituted in a court within Karnataka and no other court outside Karnataka shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such courts.

24. DUES TO YENENOYA (DEEMED TO BE UNIVERSITY):

Amount due from the supplier to Yenepoya (Deemed to be University) any for default in any contract will be adjusted from the pending payment against the contract to be awarded against this specification, besides EMD held against this specification.

25. DEFAULTING SUPPLIER/CONTRACTOR :

Wherever the supplier does not commence supply as agreed to, the Earnest Money Deposit paid by the firm will be forfeited in terms of the purchase order and his name will be blacklisted. His poor performance will be recorded for reference in future ordering. In addition, the difference in price agreed to by the defaulting supplier and the higher rate at which the materials are to be procured from others, because of the failure of the ordered supplier, shall be recovered from the defaulting supplier.

26. SHORT CLOSURE:

The Company reserves the right to short close the order at any point of time during the currency or pendency of the contract without assigning any reasons.

27. ARBITRATION:

All disputes arising from or in relation to or in consequences of the acceptance of the order shall be referred to the Arbitrator, Executive Director/ Managing Director of the Company at Mangalore in terms of provisions of the Indian Act 1940. The decision of the Management in all such matter/s finally conclusive and binding on the supplier.

28. RISK PURCHASE CLAUSE:

In case the supplier fails to supply the materials as per the delivery schedule, the company may make alternate arrangement to procure the material from other source and any extra amount involved has to be compensated by you.

29. GENERAL:

- a) Yenepoya (Deemed to be University) will have the right to relax or waive any of the conditions stipulated in this tender specification wherever deemed necessary.
- a) Please note that any deviation to general Terms & Conditions specified in tender should be indicated without fail, which alone would be taken into account for evaluation purpose. If no deviations are indicated it will be deemed to be confirming to the specification in all respects the

for

/TENDER INVITING AUTHORITY

Rev:

Terms and Conditions

- The Tenderer shall have supplied successfully the equipment to the Government or autonomous institutions.
- In support of this, the Tenderer shall furnish Certificates duly certified by the Competent Authority along with the Document Bid.
- All the Participants shall produce all the Original Documents for Verification whenever necessary.
- Scanned Brochures /Information / Profile of the firm shall be submitted along with Company registration certificate
- Tender document shall be submitted in the prescribed format after downloading the same from E-procurement portals.
- Filled in applications shall be submitted through On-line within the dates specified (Annexure 1)
- Only authorized dealers/suppliers/manufacturers shall be eligible to participate in the tender process.
- Supplier/dealer should submit terms and conditions of supply, warranty period etc., along with details of experience in supplying and installing the instruments
- The vendors shall upload only those documents that are required according to this tender document and redundant documents shall not be uploaded
- The Bidder shall have GST Registration Certificate and same should be scan and uploaded in the e-portal.
- The tenderer should upload the copy of PAN card.
- The Lab Equipment shall be supplied to the Places / Departments / Office as may be specified in the supply order or as may be directed by the Registrar.
- No advance payment will be made for the supply of material.
- The specification shall be as mentioned in the tender document. Rate inclusive of all taxes, transportation, and installation shall be mentioned.
- Notwithstanding anything contained in KTTP Act and rules the University reserves the right to modify the quantity or cancel the whole tender.
- In the case of imported instruments the price should be quoted on CIF, Bangalore basis. Charges towards release of the shipment from Bangalore Customs and then onward transportation to destined place should be shown separately.
- Release of the shipment from customs and transportation to Yenepoya (Deemed to be University) is the responsibility of the supplier.
- If the instruments are being manufactured in India then the cost of the item quoted should be inclusive of all taxes, transportation to destination and installation.

- All prerequisites for installation should be informed before 15 days of installation of the instrument.
- Vendors shall deliver and install the items within 4 (Four) weeks after the purchase order is issued.
- The successful vendors shall submit consolidated installation report to Yenepoya (Deemed to be University). The installation report shall be in the format given in Annexure 2.
- The successful bidder shall not sublet or assign or franchise the responsibility to any other agency either in whole or in part.
- The University reserves the right to reject any or all the quotations without suggesting any reason thereof.
- In case of the material supplied is not in conformity with the specification or raw materials is used for the manufacturing of the materials is found to be of lesser quality than specified, such materials will be rejected and any loss sustained by the University on this account will be recovered from the vendor.
- Conditional Tenders will not be accepted
- The Tender Notification along with Blank Tender Form will be accessible in the e – Procurement Website (www.eproc.karnataka.gov.in)
- Any other technical details in this regard can be sought from the University.

ANNEXURE - 1

Yenepoya (Deemed to be University), Mangalore -575018

Tender Application Form for the Supply of Lab Equipment

Sl. No.	Details of Information	Information to be furnished by the vendor
1.	Name of the Firm / Company	
2.	Address for communication	
3.	Phone and Mobile No of contact person:	
4.	Fax No:	
5.	E-Mail ID:	
6.	GSTN Registration No	
7.	Income Tax Pan No	
8.	EMD Details	No: _____ Total: Rs. _____ Bank Name _____
9	Date of Establishment of the Company	
10.	Reference to minimum three institutions to which supply has been made during the last two years.	
11.	A brief detail of expertise for executing the project / supply of materials	
12.	Nearest service Center	
13.	Transaction made by the Company / Firm during last financial year	
14.	No. of days required for supply of materials	
15.	Any other information company wishes to furnish	

Declaration

I hereby declare that the information above is correct and I further delicate that the Firm/Company will abide by the tender regulation. I am aware that the decision of the University is final and binding on all firms/companies.

Place:

Signatory

Date:

Authorized

ANNEXURE - 2

Installation Report

Name of the Department: _____

Address: _____

Details of item supplied & installed:

Sl. No.	Item	Serial Number/s	Installation Status	
			Working	Not Working
1.				
2				

Signature of the in-charge

**Technical specification of equipments to be procured under
VGST grant**

List of equipment for VGST

Sl. No.	Name/Description of the equipment	Quantity
1	Microscope with Imaging facility	1

Microscope with Imaging facility

Trinocular Microscope with Halogen Illumination for Bright Field and Phase Contrast (100x) and Mechanical Stage with Right Hand Coaxial Drive and Eyepiece

- Halogen illumination with 6V 30 Watt halogen lamp
- 4-position nosepiece, tilted backwards
- Mechanical stage 75x30, drive right and specimen left
- Binocular Phototube 30°/20 (50:50)
- Pair of eyepieces 10x/20 Br.foc.
- Objectives "Plan-Achromat" 4x, 10x, 40x and 100x
- External power adapter unit 100 – 240VAC/50 – 60 specific adapters
- Image processing software
- Dust cover
- Immersion oil: 10 - 50 ml
- Color filter set blue, green, yellow
- Slide pack with cover slip – 1 box (1x10 slides)
- Cavity slides – 2 box (1x10 slides)
- Slide box with lid (100 – 250 slots)

Camera

- Microscopy Camera with driver software and connection USB 2.0 Y- cable, 2 m, with computer system.
- Basic resolution: 2560 (H) x 1920 (V) = minimum 5.0 Megapixels
- Pixel size: 2.2 um x 2.2 um
- Sensor size: minimum 5.7 mm x 4.28 mm, equivalent to 1/2.5" (diagonal 7.1 mm)
- Embedded with image and video capturing facility
- Live frame rate (depending on hardware and software configuration):

H	x	V	Frame rate
800	x	600	20
- Live frame rate standalone via DVI-D (HDMI):

H	x	V	Frame rate
1280	x	720	60
1920	x	1080	30
- Digitization: 3 x 8 bit/pixel
- Power connection: via 2x USB 2.0 (Y-cable) or external power supply (optional)
- Control buttons: Image capture, white balance
- Accessory Kit for the use of camera without PC
- Dark field slider for up to 100x objective

Warranty

- 5 years warranty