OPEN COMPETITIVE BIDDING

LAST DATE30-06 2017

TENDER DOCUMENT FOR PROCUREMENT OF

TRINOCULAR RESEARCH MICROSCOPE WITH CAMERA AND IMAGE ANALYZER SOFTWARE

FOR

DAE – BRNS PROJECT "Petrochemical, RM and RE India" (36/5/14/2014- BRNS- 10423 dated 11-06-2015)

Sanctioned to THE PRINCIPAL INVESTIGATOR



DEPARTMENT OF GEOLOGY UNIVERSITY COLLEGE OF SCIENCE OSMANIA UNIVERSITY HYDERABAD – 500 007

Newspaper Advertisement

Tender Notice No. DAE/OU/2015

Sealed Tenders are invited for Procurement of Trinocular Research Microscope with Camera and Image Analyzer Software

Last Date for submission of Tenders is 30-06-2017 For details visit www. Osmania .ac.in

Principal Investigator BRNS- DAE Project Department of Geology, OU

	Notice Inviting Tender Details				
S.No	S.No Description				
1.	Department Name	Department of Geology, University College of Science,Osmania University, Hyderabad- 500 004			
2.	Procuring For	Principal Investigator, BRNS – DAE Project " Petrochemical, RM and RE studiesIndia." Department of Geology, University College of Science, Osmania University, Hyderabad – 500 007			
3.	Circle/Division	NA			
4.	Tender Number	1/ DAE -BRNS/ Geology/UCS/OU 2017			
5.	Tender Subject	Supply, Installation & Commissioning of Trinocular Research Microscope with camera and Image Analyzer Software.			
6.	Period of Contract	THREE YEARS			
7.	Form of Contract	Schedule Wise			
8.	Tender Type	Open			
9.	Tender Category	Products (Equipment)			
10.	EMD / Bid Security (INR)	An amount of Rs.1,00,000/- (Enclose in separate cover)			
11.	EMD/Bid Security Payable To	In the form of DD in favour of Principal Investigator, BRNS – DAE Project "Petrochemical, RM and RE studiesIndia."Department of Geology, University College of Science,Osmania University, Hyderabad – 500 007			
Non-refundable Tender		2 to 100,000 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
12.	Application Fee	Rs.5,000 /-			
13.		The Applications can be obtained from Principal Investigator, BRNS – DAE Project "Petrochemical, RM and RE studies India." Department of Geology, University College of Science, Osmania University, Hyderabad – 500 007			
1.4	Schedule Sale opening				
14.	date	12 th June, 2017 at 10.00 PM			
15.	Schedule Sale Closing Date	30 th June 2017 at 11.00 AM			
16.	Bid Submission Closing Date	30 th June 2017 at 1.00 PM			

17.	Bid Submission	In person/by Post However, for postal delay, University cannot be held responsible.
18.	Pre-Qualification/Technical Bid Opening Date(Qualification and Eligibility Stage)	NA
19.	Technical Specifications Bid Opening Date (Technical Bid Stage)	30 th June 2017 at 3.00 PM
20.	Price Bid Opening Date (Financial Bid Stage)	30 th June 2017 at 4.00 PM
21.	Place of Tender Opening	Committee Room, Administrative Building, OU, Hyd- 500 007 Department of Geology, University College of Science, Osmania University, Hyderabad- 500 007
22.	Officer Inviting Bids/Contact Person	Principal Investigator, BRNS DAE Project " Petrochemical, RM and RE studies India." at Department of Geology, University College of Science, Osmania University, Hyderabad – 500007 (T.S.)
23.	Address/E-mail ID	,Prof.M.Srinivas, Principal Investigator BRNS- DAE Project "Petrochemical, RM and RE studies India." Email Id; srinivasmadabhooshi@osmania.ac.in vaishnavi111@yahoo.com
24.	Contact Details/Telephone,	Mobile No : 091- 09959157986
25.	Eligibility Criterion	As per the tender document Annexure-02
26.	Procedure For Bid Submission	Tenders shall be submitted in two separate Bid forms (Technical bid & Price bid) in person / by Post. The tenderer can download the tender document from the University website www.osmania.ac.in The Tenderers who are desirous of participating shall submit their Technical Bids and Price Bids as per the standard formats Annexure-11 and Annexure-12 available in the Tender document. The tenderer should submit the following documents to the Principal Investigator, BRNS DAE Project "Petrochemical, RM and RE studies India" at Department of Geology, University College of Science, Osmania University, Hyderabad-500007 (T.S.) A DD/Pay order drawn in favor of the Principal Investigator, Principal Investigator, BRNS DAE Project "Petrochemical, RM and RE studies India" at Dept of Geology, University College of Science, Osmania University, Hyderabad – 500007 (T.S.) for the amount of Rs. 5,000/towards Tender fee (Application fee). A DD/Pay order/drawn in favor of Principal Investigator,

		Principal Investigator, BRNS DAE Project Petrochemical, RM and RE studies India." a Department of Geology, University College of Science Osmania University, Hyderabad – 500007 (T.S.) for a amount of Rs.1,00,000/- (Enclose in separate cover) Technical Bid (Annexure-11) along with supporting documents. Commercial Bid (Annexure-12) All the supporting documents as mentioned in the eligibility criteria (all the points). Documents in support of Technical Specifications along with make and models of all the items as per the list mentioned in Annexure-05 duly mentioning the make. Supporting documents of standard certifications. Annexure-02 of tender document duly signed with office seal as a token of acceptance of our standard terms and conditions.		
		Latest income tax clearance certificate. List of customers, to whom the bidder had supplied identical materials in the past along with P.O details and performance report.		
		Annexure-08 of bidding document. The Principal Investigator, BRNS DAE Project " Petrochemical, RM and RE studies India." at Department of Geology, University College of Science, Osmania University, Hyderabad – 500007 (T.S.)will not hold any risk and responsibility for non-visibility of the scanned document or the loss in transit.		
27.	General Terms and Conditions	As per tender documents.		

Contents of the Tender Document

I.	Schedule of Quantity	Annexure – 01
2.	Eligibility Criteria & Special Terms and conditions	Annexure – 02
3.	List of Documents to be enclosed	Annexure – 03
4.	List of Addresses	Annexure – 04
5.	Technical Specifications	Annexure – 05
6.	Instructions to Bidders	Annexure – 06
7.	General Purchase Conditions	Annexure – 07
8.	Statement of Deviations	Annexure – 08
9.	Guidelines for Submission of Bank Guarantee	Annexure – 09
10.	Performafor Performance Bank Guarantee	Annexure – 10
11.	Technical Bid Form	Annexure – 11
12.	Commercial Bid form	Annexure - 12

Annexure - 01

Schedule of Quantity

Supply, Installation and Commissioning of Microscopes at Department of Geology, University College of Science , Osmania University, Hyderabad – 500 007.

S.No.	Description of Work	Quantity (No. s)
	Supply, Installation and Commissioning of	
1.	Trinocular Research Microscope with Camera and Image Analyzer Software	1

ELIGIBILITY CRITERIA AND SPECIALTERMS AND CONDITIONS

A. ELIGIBILITY CRITERIA FOR TENDERS:

The Company / the tenderer should be in existence for the last 5 Years

The Company/ the tenderer should have earlier supplied at least TWO or THREE TIMES the quantities of the items being in the current tender in any of the last two financial years to the Universities or Research organizations.

The Company or tenderer should have at least one Service Center in part of Southern Indiafor the corresponding items.

The tenderer should be a Manufacturer or the authorized representative of the Company/ Manufacturer of corresponding items.

The tenderer / tenderer's group should have a turnover a minimum of more than 10 times the Bid value of the tenderer in each of the last two financial years.

B. SPECIAL TERMS AND CONDITIONS:

- 1. **Delivery Period:** The delivery should be made within 50 days from the date of receipt of purchase order by the tenderer.
- 2. Warranty: All items supplied by the tenderer shall be guaranteed against any defects and the tenderer should provide time-to-time operational maintenance support for a period of 3 years (On Site comprehensive Warranty). The said warranty should cover all products of Software and functional. The warranty and service shall be provided directly from the manufacturer. The supplied products shall reflect with product codes/part number for three year warranty on their website/or on the call centers. Necessary guarantee certificates shall accompany the supplies. The tenderer shall be liable to rectify any defects that may be found in the equipment supplied free of cost.
- 3. **Installation:** The installation should be done at the Department of Geology, University College of Science, Osmania University, Hyderabad-7as mentioned in the **Annexure 04** enclosed at no extra cost.
- 4. **Response Time:** The response time of the tenderer to attend to any complaint upon receipt of the complaint/information from the user should not be more than 24 hours.

TENDERER

SEAL

Documents to be enclosed

The following documents should be submitted along with the bidding form otherwise the bidders are liable to be disqualified.

- 1. All the Supporting documents in respect of Eligibility Criteria. i.e
 - ❖ Registration/Incorporation Certificate in support of the existence of the company for required number of years as per the tender schedule eligibility criteria.
 - Copies of Purchase Orders in support of the supply of required quantities of items in any of the last two financial years as per the tender schedule eligibility criteria.
 - List mentioning the addresses and contact persons with phone numbers of the Service Centers present throughout the Southern India.
 - Supporting Documents indicating that the tenderer is the Manufacturer or the OEM Authorized representative of the corresponding items/products.
 - Audited financial statements that are Balance Sheet, Income & Expenditure and Profit &Loss accounts in support of having required turnover in each of the last two financial years.
 - ❖ The latest Income Tax Clearance Certificate
 - Copies of PAN & TIN.
 - IT Returns for the last three years.
- Annexure-02 Duly signed & office Seal affixed as a token of acceptance of Special Terms and Conditions.
- 3. Documents in support of Technical Specifications for the scientific equipment as mentioned in Annexure 05 clearly mentioning the make and model.

Supporting Documents if any for equipment.

- 4. The latest Income Tax Clearance Certificate
- 5. The list of customers, to whom the bidder had supplied identical materials in the past along with P.O. details and performance report, if any.
- 6. Annexure 08

Note:

- 1. Principal Investigator, BRNS DAE Project "Petrochemical, RM and RE studies India." at Department of Geology, University College of Science, Osmania University, Hyderabad 500007 (T.S.) will not hold any risk and responsibility for non visibility of the scanned document or non receipt of hardcopies or loss in transit.
- 2. The Documents that are received in time will only be considered for Technical Bid Evaluation.
- 3. The tenderer will be disqualified at any stage of the tender process, if found to have misled or furnished false information in the forms/Statements/Certificates submitted in proof of 1 to 5 above.

Annexure – 04

Address where the Equipment is to be installed

DEPARTMENT OF GEOLOGY, UNIVERSITY COLLEGE OF SCIENCE, OSMANIA UNIVERSITY, HYDERABAD-500007,TELANGANA, INDIA.

TECHNICAL SPECIFICATIONS

Schedule: Equipment

1	Trinocular Research Microscope with Camera	Complied/
	and Image Analyzer	Not Complied

Technical specification for Trinocular Research Polarizing Microscope for Transmitted & Reflected Light for Orthoscopy and Conoscopy, Digital Camera System and Imaging Software

- Research Microscope stand for Polarization for reflected and transmitted light LED illumination (Life time 20000 hrs); with dovetail for interchangeable stages; with adjustable height stop and torque of focusing; Mains cable stabilized power supply 90-250V, 50/60Hz
- Revolving nosepiece 5-fold, for pol, all should be centrable, thread M25
- 3- step focus drive coarse/ medium/ fine
- Infinetely corrected and Harmonic Compensated (HC) Optical System
- Bertrand lens, modular, centrable, with pinhole stop; for conoscopy
- Analyser 360° rotatable, for RL/TL
- Pol illuminator for RL with built-in quartz plate, revolving disc with 4 reflector positions, centrable aperture- and field diaphragm, filter magazine with 4 empty positions for filters 32mm, analyser slot; with Quartz plate for eliminating Pseudo-pleochroism
- **Pol rotating stage,** interchangeable, with clamp, 2 verniers 0.1°. Annodized surface. Diametre: 176 mm. With boreholes for stage accessories; centrable condenser holder with left/right levelling, with click-stop at every 45° rotation, adjustable z-stop.
- Smith Reflector Pol according to Smith, for incident light Pol, BF
- Trinocular Pol Phototube, with fixed photo tube, with tubelens ∞/1x, with 30° viewing angle, interpupillary adjustment 55-75mm, with constant focus and

- automatic adjustment of right eyepiece/graticule. Beam splitter position. 100% to the eyepiece or 100% to the monitor or 50% to eyepiece and 50% to monitor
- **Object Guide POL** for POL Mechanical Stage, Scanning area approximately 40x50 mm
- condenser: condenser with switchable top for using with 2.5x objective
- Lambda-plate (wave plate) for compensator slot 6x20mm
- Quarter-Lambda-plate for compensator slot 6x20mm
- Quartz Wedge
- Bereck's Compensator
- Polarizer for transmitted light, 360° rotatable
- Eyepiece pair 10x/22 (one with reticule for pol) focusable & adjustable
- Semi Apochromatic Objectives (FLUOTAR Objectives) 2,5x Pol, 5x Pol,
 10x Pol, 20x Pol, 50x/0.65 Pol (dry). RL plan achromat 10x(oil) Pol. The objectives should be a pol engraved objectives.
- C-mount adapter 0.55x HC
- High Resolution USB Digital CCD Camera System for dedicated microscopy use
 with12.5 M pixels resolution (4080 x 3072) , Peltier cooled camera, Pixel size
 6.45μm x6.45μm, exposure time 0.25 msec to 600 seconds
- PC with I5 processor, 8GB RAM, 2GB Graphics Card (Nvidea or equivalent), 24"
 Monitor, 1TB HDD, Key board, Mouse, Windows 7 professional or better.
- Universal Imaging Workstation Software for Image storage, integration, data handling, Phase Percentage, Counting, Measurement, Statistics, Grey Value Estimation, Morphometry
 - I) Optional Accessory: High Resolution USB Digital CCD Camera System for dedicated microscopy use with 12.0 Megapixels resolution, CCD camera, Pixel size 3.4μm x3.4μm, exposure time 1 msec to 60 seconds
 - II) Optional Accessory : Camera aided Point Counter with software

Instructions to Bidders

Due date of submission of bids : 30- 06-2017 at 4.00 PM

Due date of opening of Technical Bids : 30-06-2017 at 3.00 PM

Due date of opening of Price Bids :30-06-2017 at 4.00 PM

The instructions given below must be read very carefully, as failure in compliance with any of these may render the offer liable for rejection. If a bidder has any doubt about the meaning of any stipulation herein, General Purchase Condition, specification of materials or any other enclosed document, he should immediately obtain the clarification/information in writing from the Hyderabad.

1. <u>Earnest Money Deposit (EMD)</u>:

- 1.1. Offers must accompany EMD by way of DD/Pay Order, drawn in favor of "Principal Investigator, University College of Science, Osmania University, Hyderabad -500 004 Telangana." and payable at any of the scheduled bank branches situated in Hyderabad. Submission of EMD in any other form shall not be considered and treated as disqualification. The DD [EMD] should be kept separately in a sealed cover duly superscribing 'EMD'.
- 1.2. The EMD shall be forfeited, if
 - i) Bidder withdraws the bid before expiry of its validity.
 - ii) Successful bidder does not accept the order or fails to enter into a contract within validity period of offer.
 - iii) Successful bidder fails to furnish Security Deposit within one month from the date of issue of P.O
- 1.3. The EMD of unsuccessful bidders shall be returned as soon as the tenders are finalized. Transaction fee payable to C1 India is non refundable.

2. Acceptance of University Payment Terms

The standard payment terms shall be:

100% of all inclusive price of the materials will be paid on receipt and acceptance of the material in good condition, installation and commissioning of the equipment supplied at site and after furnishing of Bank Guarantee for 10% of the contract covering the guarantee period subject to penal provisions applicable in case of delay in supply and commissioning as per the condition 2.4 of annexure-07.

3 Price Basis

The prices quoted shall be on FOR destination basis as per annexure-04, and also shall include:

- (a) Transit Insurance:
- (b) All Taxes. Duties and Levies.

4. Cost Compensation for Deviation:

Deviations specifically declared by the bidders in respective Deviation Schedules of Bid Proposal Sheets only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation Schedules.

Offers should strictly be in conformity with specifications/ drawings/ samples as stipulated in the enquiry. In case no deviations are indicated, it shall be taken for granted that item (s) has/ have been offered strictly as per the requirements given in the enquiry.

5.0 Delivery

5.1Delivery Schedule:

The Supply, Installation, and Commissioning of the material: The bidder shall offer his best, realistic and firm delivery, which shall be specific and guaranteed. Delivery period shall be reckoned from the date of P.O. which is the first intimation of acceptance of bidder's offer. Final date of delivery shall be evidenced by date of dispatch of materials as per transporter's Lorry Receipt/ Goods Receipt/ RR/PWB/ AWB. For delivery beyond contractual delivery period, provisions of 'General Purchase Conditions' shall apply.

5.2. Early Delivery:

It shall be noted that if an order is placed on higher bidder, in preference to lowest acceptable offer, in consideration of an earlier delivery, the bidder shall be liable to the University, the difference between the ordered rate (s) and the rate (s) quoted by the lowest acceptable bid in case the tenderer fails to complete the supply in terms of such order within the date (s) of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights of the University under terms of order.

6. It is not binding on University to accept the lowest or any bid. The University reserves the right to place orders for individual items with different bidders and to revise the quantities at the time of placing the order and in such event also, the quoted rates, terms and

conditions shall apply. The order for the materials may also be split up between different bidders to facilitate quick delivery of critically required materials. University further reserves the right to accept or reject any/ all bids without assigning any reason thereof. Final decision on bids also depends on the components/accessories/additional features offered.

- 7. The University at its sole discretion unilaterally may change the quantities to the extent of $\pm 30\%$ as indicated in tender enquiry. The successful bidder shall be bound to supply these quantities at the same rate and on the same terms and conditions.
- 8. Tenderers shall fill in the enclosed proforma with regard to deviations / variations (Annexure-08) and submit the same along with their offer.
- 9. Orders placed against this tender enquiry shall be subject to 'General Purchase Conditions' of University, acopy of which is enclosed. Bidders are requested toconfirm acceptance of these conditions in to in their offer.
- 10. Make/Brand of items offered shall be specified failing which offers are liable to be rejected. It shall be appreciated if one copy of detailed descriptive literature/ pamphlets is enclosed along with the offer which may help technical evaluation. In case material offered is ISI marked/tested at any Govt. recognized test house; copies of relevant certificates shall be furnished along with the offer.

GENERAL PURCHASE CONDITIONS

SECTION- I GENERAL

1.1 The following terms and expressions used herein shall have the meaning as indicated

Therein Supplier/Vendors shall mean the individual firm or company whether incorporated or otherwise in whose name the purchase order is addressed and shall include its permitted assignees and successors. Purchaser shall mean Principal Investigator, BRNS DAE Project "Petrochemical, RM and RE studies India." at Department of Geology, University College of Science, Osmania University, Hyderabad – 500007 (T.S.

1.2 Reference

The purchase order number must appear on all the correspondence, packing slips, invoices, drawings or any other document or paper connected with the purchase order.

1.3.Waiver:

Any waiver by the purchaser of the terms and conditions of the purchase order shall not constitute any right for subsequent waiver of any other terms or conditions.

1.4 Sub-letting and Assignment:

The supplier shall not, save with prior consent in writing of the University, sublet, transfer or assign this order or any part thereof or interest therein or benefit or advantage thereof in any manner, whatsoever provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibilities under the contract.

1.5. Information Provided by the University:

All drawings, data and documentation that are given to the supplier by the University for the Execution of the order are the property of the University and shall be returned when demanded. Except for the purpose of executing the order of the University, the supplier shall ensure that the above documents are not used for any other purpose. The supplier shall further ensure that the information given by the University is not disclosed to any person, firm, body, corporate and/or authority and make every effort to keep the above information strictly confidential. All such information shall remain the absolute property of the University.

1.6. Supplier's Liability:

Supplier hereby accepts full responsibility and indemnifies the University and shall hold the University harmless from all acts of omission and commission on the part of the supplier, his agents, his subcontractors and employees in execution of the purchase order. The supplier also agrees to defend and hereby undertakes to indemnify the University and also hold it harmless from any and all claims for injury to or death of any and all persons including but not limited to his/her employees and for damage to the property arising out of or in connection with the performance of the work under the purchase order.

1.7. Access to Supplier's Premises:

The University and / or its authorized representative shall be provided access to the supplier's and / or his sub-contractor's premises, at any time during the pendency of the purchase order, for expediting the supplies, inspection, checking etc.

1.8. Modifications:

The purchase order constitutes an entire agreement between the parties hereto. Any modification to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties.

1.9 <u>Inspection/checking/testing:</u>

All materials/ equipment to be supplied against this purchase order shall be subject to inspection/ checking/ testing by the University or its authorized representative at all stages and places, before, during and after the manufacture. All these tests shall be carried out in the presence of authorized representative of the University. Supplier shall notify the University for Inspection of materials/ equipment when they are ready, giving atleast 10 days notice. If upon receipt at our Stores, the material/equipment does not meet the specifications, they shall be rejected and returned to the supplier for repair/modification etc. or for replacement. In such cases all expenses including to- and- fro freight, re-packing charges, transit insurance etc shall be to the account of supplier.

Inspection by the authorized representative of the University or failure of the University to inspect the material/equipment shall not relieve the supplier of any responsibility or liability under this purchase order in respect of such material/ equipment and it shall not be interpreted in anyway to imply acceptance thereof by the University. Whenever specifically asked for by the University, the supplier shall arrange for inspection/testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspectorate, RITES. In such cases supplier shall adhere to the inspection/ testing procedures laid down by such agencies. All expenses in this regard including inspection fees shall be to

the suppliers account unless agreed to the contrary and specified in the purchase order.

1.10 Packing and Marking:

All materials/equipment shall be securely packed to the requirements of transportation by Air/Rail/ Road/ Sea. All exposed services/ connections/, protrusions shall be properly protected. All unexposed part shall be packed with due care and the packages should bear the words' handle with care'. The packing requirements of Air/Rail/ Road transport shall be complied with so as to obtain clear Airway/Railway Receipt/ Lorry Receipt i.e. without any qualifying remarks.

All packages and unpacked materials shall be marked with the name of Consignor, Consignee, Purchase order No., gross and Net weight, sign of handling, if any, with indelible paint in English atleast at two places. In case of bundles, metallic plates marked with the above details shall be tagged to such bundles.

1.11 Dispatch of Materials:

The supplier is responsible for the safe delivery of the goods in good condition at destination stores. The supplier should acquaint himself of the conditions relating to handling and transport of the goods to destination and shall include and provide for security and protective packing of the goods so as to avoid damage in transit.

1.12 Validity of offers:

The offers shall be valid for a period of 120 days from the date of opening of bids. The period of validity cannot be counted from any other date other than the date of opening the bids. During this period the tenderer shall not be permitted to withdraw or vary his offer made and if the tenderer does so, the EMD shall be forfeited.

1.13 Jurisdiction:

All and any disputes or difference arising out of or touching this order shall be decided only by the Courts or Tribunals situated in Hyderabad.

SECTION – II FINANCIAL

2.1. **Prices:**

Prices quoted shall be inclusive of all taxes and firm till completion of the programme.

2.2. Terms of Payment:

- 2.2.1. Payments by the purchaser shall be made through Account Payee cheques only. Bank charges if any shall be borne by the supplier.
- 2.2.2. If the supplier has received any over payments by mistake or if any amounts are due to the University from the supplier due to any other reasons and when it is not possible to recover such amount under the present purchase order, the University reserves the right to collect the same from any other amounts and/ or Bank Guarantee given by the supplier due to or with the University.
- 2.3 Liquidated Damages/ Failure and Termination:
- 2.3.1 In the event of any delay in the supply of material beyond the stipulated date of completion including any extension permitted in writing, the University reserves the right to recover from the supplier a sum equivalent to 0.5% of the value of delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the order.
- 2.3.2 Alternatively, the University reserves the right to give the contract elsewhere at the sole risk and cost of the supplier and recover all such extra cost incurred by the University in procuring the materials from the other source.
- 2.3.3 Alternatively University may cancel the Purchase Order completely or partly without prejudice to its right under the alternatives mentioned above.
- 2.3.4 In case of recourse to alternative 2.4.2 and 2.4.3. above, the University shall have the right to repurchase the materials which is readily available in the market to meet the urgency requirements caused by supplier's failure to comply with the scheduled delivery period irrespective of the fact whether the material/ equipment is similar or not.

2.4 **Delivery Schedule:**

Time is essence of this order and no delay shall be allowed in the delivery time/ delivery schedule mentioned in the purchase order.

2.5 **Performance Bank Guarantee:**

The supplier shall ensure that all materials/equipment under this purchase order shall conform to University's requirements and specifications. An additional security in the form of Performance Bank Guarantee is essential for satisfactory performance of the equipment over a period of time. In view of this, the supplier shall be required to furnish a Bank Guarantee (10% of order value) as follows against any manufacturing defects/ poor workmanship/poor performance. In case any deficiencies are found during this period, the same shall be repaired/rectified/replaced free of cost. BG shall be from any Scheduled Bank or any other bank as approved by University from time to time in the prescribed Performa.

a. Bank Guarantee for 10% of the order value with validity up to warranty period

from the date of installation of equipment.

The University shall at its discretion have recourse to the said bank guarantee for recovery of any or all amount due from, the supplier in connection with the purchase order including of guarantee obligations. Checking/approval of supplier's drawings, inspection and acceptance of materials/equipment furnishing to effect shipment and/or work done by erection, installation and commissioning of the equipment by University or any other agency on behalf of the University shall not in way relieve the supplier from the responsibility for proper performance during the guarantee period.

2.6 Insurance:

Supplier shall arrange suitable insurance cover at his risk and cost.

2.7 Removal of rejected goods and Replacement:

- a) If upon delivery, the material/equipment is found not in conformity with the specifications stipulated in the purchase order, whether inspected and approved earlier or otherwise, such material / equipment will be rejected by the University or his authorized representative. A notice to this effect shall be issued to the supplier, normally within 30 days from the date of receipt of materials at our Stores.
- b) Supplier shall arrange suitable replacement supplies and remove the rejected goods within 30 days from the date of notice failing which, the goods shall be dispatched to vendor by road transport on 'freight to pay basis' at supplier's risk and cost.
- c) External damages or shortages that are prima-facie as a result of rough handling in transit or due to defective packing shall be intimated to the supplier within a period of one month of the receipt of the materials, spares etc. In case of internal defects, damages or shortages of any internal parts, which cannot ordinarily be detected on a superficial visual examination, due to bad handling in transit or defective packing, or any other reason, it should be intimated to the supplier within 3 months from the date of receipt of the material. In

- either case the damaged or defective materials should be replaced by the supplier free of cost.
- d) If no steps are taken within 15 days of receipt of intimation of defects or such other reasonable time as the University may deem proper to afford, the University may without prejudice to its other rights and remedies arrange for repairs/rectification of the defective materials or replace thementirelyand recover the expenditure incurred on account of these actions from the deposits such as EMD, SD and performance guarantees or other monies available with the University or by resorting to legal action.

2.8 Force Majeure:

- 2.8.1 The supplier shall not be liable for delay or failing to supply the material for reasons of Force Majeure such as Act of God, Act of War, Act of Public Enemy, Natural calamities, Fires, Floods, Frost, Strikes and Lockouts etc. Only those causes which have duration of more than 7 days shall be considered for force majeure.
- 2.8.2 The supplier shall within 10 days from the beginning of such delay notify the University in writing the cause of delay. The University shall verify the facts and grant such extension of time as facts justify.
- 2.8.3 No price variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.
- 2.8.4 At the option of University, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the University. In the event of such cancellation, supplier shall refund any amount advanced or paid to him by the University and deliver back any materials issued to him by the University and release facilities, if any provided by the University.

Annexure -08

DEVIATIONS

	's Name: ss:						
То							
BRNS Depart Univer	eal Investigator, DAE Project " <i>Petrocher</i> tment of Geology, sity College of Science, ia University, Hyderabad		studies Inc	lia."			
Dear Si	irs,						
	Sub:- Supply of <u>Trinocul</u>	ar Research Mic	croscope with Ca	mera and Image			
<u> </u>	<u>Analyzer</u> <u>Software</u> against o No		dated:				
-	·						
exception subject ever had and variable those a	We confirm that following ion to specifications are supplies against enquires been stated to the contractions are exhaustive. The executed as per specificational conditions, if save that pertaining to a	nd tender docun ry No w strary anywhere e Except for these ications and tend any, found in o	nents for the aben hich are irrespected lister of our offer. The deviations, the ler documents. Fur offer other that	ove mentioned tive of what-so- hese deviations entire supplies arther, we agree an those stated			
SI. No.	Description of Deviation	Ref. of page, Clause	conditions of bi				
	case of withdrawal Rs. (in figures) Rs. (in words)						
would,	Here the tenderer shoul charge extra (i.e. in add nditions/deviations and ents. (Use additional she	ition to the rates accepting the co	quoted by him) fo ondition as stipu	or withdrawal of lated in tender			
Signatu	ure:						
Design	ation:						

<u>Guide-lines for Submission of Bank Guarantee towards Performance</u> Security

The Bank Guarantee shall fulfill the following conditions failing which it shall not be considered valid:

- 1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of bank.
- 2. Non-judicial stamp paper shall be used within 6 months from the date of purchase. Bank Guarantee executed on the stamp paper of more than 6 months old shall be treated as invalid.
- 3. The contents of the Bank Guarantee shall be as per our proforma (Annexure- 10).

	The Bank Guarantee should be executed by a scheduled bank or banks viz.				
	_				

- 5. The executor of Bank Guarantee (Bank Authority) should mention the Power of Attorney No. and date executed in his/her favour authorizing him/her to sign the document or produce the Photostat copy of Power of Attorney.
- 6. All conditions, corrections, deletion in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
- 7. Each page of Bank Guarantee shall bear signature and seal of the Bank.
- 8. Two persons should sign as witnesses mentioning their full name and address.

Principal Investigator,
DAE _ BRNS Project

"Petrochemical, RM and RE Studies... India"
Department of Geology,
University College of Science,
Osmania University,
Hyderabad-500007

Annexure -10

BANK GUARANTEE PROFORMA FOR PERFORMANCE SECURITY

	[I nis agreemer	nt nas to be execu	tea on a non	-Juaiciai stampe	a paper wortn
Rs.1	00/-]				
Whe	reas the		(hereinaft	er called "the Bid	dder")has submitted
their	bid dated:		(date of s	ubmission of l	bid)for the supply
	inocular Researci	h Microscope wit	h Camera an	d Image Analyz	er Software(Here-in-
	called "the Bid").				
41101	ounou uno Biu).				
ZNO	MALL MEN by 4	haaa neasanta the	4 140	(name of bank)	of (name of
NINO	W ALL WEN DY U	iese presents the		_(IIaIIIe OI Dalik)	of(name of
		r registered o			(address of
		ed "the Bank"),are			
					E studies India."
at C	Department of C	eology, Univers	ity College	of Science, O	smania University,
Hyde	erabad – 500007	' (T.S.)(herein	after called	"the Purchase	r") in the sum of
					made to the said
nurc	haser the hank h	inds itself its su	ccessors and	d assigns by the	se presents. Sealed
		of the said Bank			
WILII	the common Sea	of the Salu Dank	uns	uay 0i	2016.
	001101710110.05	T			
		THIS OBLIGATION			
					issue of preliminary
		letter of indent/pu			
2. '	When the succes	sful tenderer fail	s to furnish	the security dep	osit within 30 days
1	from the date of	issue of prelimin	nary accepta	nce letter or the	letter of indent or
	Purchase Order	•			
3.					
-	When tender is di	squalified for reas	one outlined	in	
т.	Wileli tellael 15 al	squaimed for reas	ons outlined	***	
	M/h a sa 4 a sa al a sa sa sa la la				
					e validity period.We
					week upon receipt
					antiate his demand,
					ght of University to
I	make such dema	nd or the proprie	ty or legality	of the demand	provided that in its
	demand the purc	haser will note th	at the amour	nt claimed by it i	s due to it owing to
					cifying the occurred
	condition or cond		•	oonaniono, opo	mymig mio cocumou
	condition of cond	itions.			
	N = 4!41= = 4 = 1= = 1!1= =1	4h!	!a.d ! 4la.	favoralum avu	liability yadan thia
					liability under this
	guarantee	is re		to	Rs
	Rupees				rantee shall remain
					n that date, all your
- 1	rights under this	s guarantee sha	II be forfeit	ed and we sha	II be relieved and
(discharged from a	all liability thereaft	ter.		
	J	•			
,	We	Bank Limited	l lastly unde	rtake not to rev	oke this guarantee
					mania University in
	writing.	o, oncopi mini	p. 511005	231100111 01 031	Jintoloky III
		Day	20466-		Donk Ltd
	Date the	Day	ZU1010I		Dank Ltd.,
;	Signature:	Designatio	n:	Address:	Seal:

ANNEXURE-11

TECHNICAL BID FORM

S.No	Documents	Copy submitted or not (Yes/No)		
1	The Company / the tenderer should be in existence for the last 5 Years			
	As per Annexure -02			
2	The Company/ the tenderer should have earlier supplied atleast TWO			
	TIMES the quantities of the items being in the current tender in any of			
	the last two financial years to the Universities or Research organizations.			
3	The tenderer should be a Manufacturer or the authorized representative			
	of equipment or other respective products/items			
4	The tenderer / tenderer's group should have a turnover a minimum of			
	more than 5 times the Bid value of the tenderer in each of the last two			
	financial years.			
5	Audited financial statements, thatis Balance Sheet, Income &			
	Expenditure and Profit & Loss accounts in support of having required			
	turnover in each of the last two financial years.			
6	Technical Specifications of Annexure – 05 (Complied or Not-Complied			
	report) along with supporting documents of the items bided, the			
	scientific equipment clearly mentioning the make and model.			
7	The latest Income Tax Clearance Certificate, PAN & TIN copies and IT			
	Returns for the last two years.			
8	List mentioning the addresses and contact persons with phone numbers			
	of the Service Centers			
9	The list of customers, to whom the bidder had supplied identical			
	materials in the past along with P.O. details and performance report, if			
	any find out the Tenderer-ISO certification.			
10	Annexure – 08			

ANNEXURE – 12

COMMERCIAL BIDFORM

S.No.	Description of Work	Quantity (No. s)	Price in Rs / US \$
			(inclusive of all Taxes)
1	Trinocular Research Microscope with camera and Image Analyzer	1	