

**University of Kerala**  
**Kariavattom, Thiruvananthapuram, Kerala, India – 695 581**

Tender No.: Planning F/KIIFB/LC/1- Re Tender

Date: 16/05/2026

**NOTICE INVITING TENDER**

University of Kerala, Kariavattom invites open tenders through e-Procurement (in two bid system), from reputed manufacturers/authorized distributors/ Indian Agents for the purchase of the equipment “X-ray Diffractometer and accessories” sanctioned under KIIFB scheme.

Tender documents may be downloaded from Kerala E-Tender Website <https://etenders.kerala.gov.in/nicgep/app> as per the schedule given below.

1	<b>Name of Work</b>	<b>Supply, Installation, Testing and “Commissioning of X-ray Diffractometer and accessories”</b>
2	<b>Tender Fee</b>	<b>Rs. 25,000 /- + GST</b> <b>GST payment shall be made by the firm and the receipt shall be attached.</b>
3	<b>EMD Amount</b>	<b>Rs. 2,65,500/-</b>
<b>Critical Date Sheet</b>		
4	<b>Date of Tender Publishing</b>	16/05/2026
5	<b>Bid Document Download/ Start Date</b>	16/05/2026
6	<b>Clarification Start Date</b>	16/05/2026
7	<b>Clarification End Date</b>	03/06/2026 at 5.00 PM
8	<b>Bid Submission Start Date</b>	16/05/2026
9	<b>Bid Submission End Date</b>	03/06/2026 at 5.00 PM
10	<b>Bid Opening Date</b>	06/06/2026 at 11.00AM

Bids shall be submitted online only at Kerala E-Tender Website <https://etenders.kerala.gov.in/nicgep/app> using valid Digital Signature Certificate. Tenderer are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in the Annexure for online submission of bids available at Kerala E-Tender website: <https://etenders.kerala.gov.in/nicgep/ap>

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## CHECK LIST

### *Duly filled check list to be attached with the technical bid*

1.	Have you paid Tender Fee & EMD?	Yes/ No
2.	Have you submitted a MSME Certificate / Equivalent valid Certificate issued by Government for EMD / Tender Fee exemption	Yes/ No
3.	<p>Original/Endorsed documents scanned and submitted as indicated in the tender document</p> <p>a) Name of the bidder (As per Registration Certificate), Correspondence address, telephone number and fax number/E-mail id of the bidder shall be filled in Annexure 1.</p> <p>b) Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (Signed and Stamped Certificate of Incorporation/Company Registration), Copy of PAN and GST Registration No. and Income tax return certificate of the last five years (For Indigenous Offers) should be attached</p>	Yes/ No
4.	Whether your company ever blacklisted by Central/State Governments/PSUs at any point of time or faced criminal proceedings/conviction? The certificate in respect to the above shall be scanned and submitted.	Yes/ No
5.	<p>Whether Technical specifications of the equipment attached?</p> <p>The detailed specifications of main item/equipment and its accessories shall be indicated and numbered</p> <p>Relevant literature pertaining to the items quoted with full specifications (and drawing, if any) shall be signed, scanned and submitted with the technical offer, wherever applicable.</p>	Yes/ No
6.	Whether duly filled and signed Technical compliance sheet of the quoted item/equipment as per Annexure: 5 attached?	Yes/ No
7.	Terms & Conditions of the Service Contract as per Annexure: 6 attached?	Yes/ No

8.	<p>List of institutions/organizations along with contact details of the users, where the quoted model of equipment/instrument has been supplied, in the prescribed format given in Annexure: 7 attached?</p> <p>The Suppliers should scan and submit copies of suitable documents in support of their reputation, credentials and past performance about the product/equipment which they have supplied to premier educational Institution(s) in India along with technical offer. Without these documents the tender may be rejected by the Institute</p>	Yes/ No
9.	<p>In case of a manufacturer, has the valid registration certificate and self-declaration of manufacturing unit [Annexure 8], been enclosed?</p>	<b>Yes/ No/NA</b>
10.	<p>In case of sole authorized agent/distributor whether certificate/ authorization letter for the same issued by the manufacturer as per Annexure: 8 attached?</p>	<b>Yes/ No/NA</b>
11.	<p>Have you submitted Guarantee/Warranty Declaration' as per 'Annexure: 9'.</p>	<b>Yes/ No</b>

12.	Have you submitted tender acceptance letter as per Annexure: 10	Yes/ No
13.	RTGS/NEFT details for payment of Supplies shall be provided (scanned and submitted) on Original Equipment Manufacturer (OEM) / Supplier's letter head duly signed and stamped by authorized person of the organization.	Yes/ No
14.	Whether list of spares required for smooth functioning of the equipment attached?	Yes/No
15.	Whether catalogue of the equipment highlighting the desired specifications attached?	Yes/ No
16.	Whether split up rates of each sub unit are quoted as per the prescribed format and furnished along with BOQ1	Yes /No

17.	In case of foreign suppliers quoting directly, have you indicated the complete name and address of the agents and details of the services to be rendered by the Agents	Yes/No
18.	In Such cases as shown in above, have you submitted a copy of your agreement with your Indian agent?	Yes/No
19.	Are the agents authorized to deal with this tender as your sole selling agent and confirm that you have not appointed any other sole-selling agents for this tender	Yes/No
20.	Have you kept your offer valid for 120 days	Yes/No

## Section - I

### INSTRUCTIONS TO TENDERERS

#### 1. BROAD SCOPE OF WORK

The scope of work, in general shall include “**Supply, Installation, Testing and Commissioning of X-ray Diffractometer**” along with all accessories and consumables as required at **CLIF, University of Kerala, Kariavattom Campus**.

#### 2. COST OF TENDERING

The Tenderer shall bear all costs associated with the preparation and submission of its bid, and University of Kerala hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the E-Tender process.

#### 3. CONTENT OF TENDER DOCUMENTS

- 3.1 The goods/services required, e-tender procedures and contract terms are prescribed in the e-tender Documents. In addition to the E-Tender Notice, the E-Tender Documents include Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, and different Forms to be filled up.
- 3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the e-tender Documents. Failure to furnish all information required by the e-tender Documents or submission of bid not substantially responsive to the e-tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of their bid.

#### 4. CLARIFICATION ON TENDER DOCUMENTS

- 4.1 Queries if any, related to submission of tender should be intimated through email (Email ID: gsubodh@gmail.com) within the dates specified in the tender notice.
- 4.2 The Tenderers are advised to obtain all necessary information before submitting their bid.

## **5. AMENDMENT OF TENDER DOCUMENTS**

- 5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by amendment.
- 5.2 The amendment will be notified in the e-tender portal as corrigendum.
- 5.3 In order to offer prospective Tenderers reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at their discretion, extend the deadline for the submission of bids.

## **6. LANGUAGE OF BID**

The bid prepared by the Tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Purchaser shall be written in the English language only.

## **7. DOCUMENTS COMPRISING THE BID**

The bid prepared and uploaded by the Tenderer shall comprise the following components:

- a. Signed Compliance Matrix.
- b. Detailed Technical Brochure
- c. BOQ
- d. Detailed Financial Bid (in pdf format)

## **8. TECHNICAL BID**

The Tenderer shall submit his technical bid based on the technical specifications along with all attachments (except price bid) specified as per the Tender documents.

## **9. PRICE BID (BOQ & Price Split up)**

9.1 The Tenderer shall also complete the Form for Price bid furnished in the Tender Documents, indicating the goods/services to be supplied/rendered, a brief description of the goods/services, quantity and prices. Tenderers should prepare their bid strictly according to this format, filling in all the blank

spaces.

9.2 The Tenderer shall indicate on the Price Schedule the unit prices and total Bid Prices of the goods/services they propose to supply under the Contract. Tenderers must submit the bid for the full quantity specified, failing which such bids are liable for rejection.

9.3 The Tenderer's separation of price components in accordance with the enclosed format will be solely for the purpose of facilitating the comparison of bids and will not in any way limit the Purchaser's right to contract on any of the terms offered. A bid submitted with an adjustable price is liable for rejection.

9.4 Prices quoted by the Tenderer shall be fixed and firm during the Tenderer's performance of the Contract and shall not be subject to any escalation or variation . A bid submitted with an adjustable price quotation is liable for rejection.

9.5 Split up of the price quoted by the bidder in BOQ sheet of price bid ie. rate for each such sub-unit/component/service of the equipment/item tendered, shall be quoted in the prescribed sheet of the Price Bid.

## **10. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY**

The tenderer shall furnish documentary evidence of the Tenderer's technical & financial capability to perform the contract as specified in the Tender document.

10.1 Average annual financial turnover of the tenderer should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years. (Audited balance sheet, profit and loss account of the last 3 financial years shall be submitted). The bidder should have valid PAN and GST.

10.2 Profit/loss: The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet, duly audited and certified by the Chartered Accountant.

10.3 Solvency Certificate: Solvency of the amount equal to 40% of the Estimated Cost put to tender (ECPT). Banker's certificate on credit worthiness of the Tenderer and capacity of the tenderer to take up the work.

10.4 Similar Work: Similar Work means **Supply, Installation, Testing and Commissioning of X-ray**

**Diffractionmeter and accessories** in any Government/Private Institutions like IITs, NITs, Government colleges or institutions accredited by UGC in India.

- a. **Original Equipment Manufacturer (OEM) Certificate/ Undertaking:** The Bidder/OEM should have supplied, installed and commissioned one similar work of value not less than 80% of the estimated cost put to tender during the last seven years ending previous day of last date of submission of tenders. The installed work shall be in satisfactory operation for past one year.

**Or**

- b. The Bidder/OEM should have supplied, installed and commissioned two similar works each of value not less than 60% of the estimated cost put to tender during the last seven years ending previous day of last date of submission of tenders. The installed work shall be in satisfactory operation for past one year.

**Or**

- c. The Bidder/OEM should have supplied, installed and commissioned three similar works each of value not less than 40% of the estimated cost put to tender during the last seven years ending previous day of last date of submission of tenders. The installed work shall be in satisfactory operation for past one year.

*(Copies of Purchase orders, satisfactory completion certificate for the work done, certificate from client showing that the installation is satisfactorily working for past year shall be submitted in English language with details of current contracts in hand and other commitments as supportive evidence).*

10.5 Certificate of ISO/ISI, CE or equivalent in terms of quality of product and Manufacturer with proof of document attached

10.6 Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc. Copy of PAN and GST Registration No. and Income tax return certificate of the last five years should be attached

10.7 Copy of the power of attorney authorizing the signatory to sign the tender and other subsequent documents.

10.8 If Tenderer is authorizing an Indian agent, then documents as per clause 31 of Section-I Instructions to tender shall be submitted.

10.9 Supplier's Technical offer.

## **11.DOCUMENTS ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS**

11.1 The Tenderer shall furnish, as part of their bid, documents establishing the eligibility and conformity to the Tender Documents, of all goods and services which the Tenderer proposes to supply under the Contract.

11.2 The documentary evidence of the goods' and services' conformity to the Tender Documents may be in the form of literature, drawing and data, and shall furnish:

- a. A detailed description of the goods' essential technical and performance characteristics including list of equipment offered item wise with capacities.
- b. A list giving full particulars, including available sources and current prices of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of 60 months, following successful commissioning of the equipment, and
- c. Deviation statement if any as per Annexure 5.

Pursuant to Para (c) the Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical / Functional Specifications.

## **12. EARNEST MONEY DEPOSIT (EMD)**

12.1 The EMD shall be remitted through online payment mechanism for e-procurement system of Govt. of Kerala.

12.2 Any bid not secured with EMD will be rejected by the Purchaser as non-responsive.

12.3 No interest shall be paid by the Purchaser on the EMD paid by the Tenderer.

12.4 Unsuccessful Tenderer's EMD will be refunded automatically to their respective account without delay.

12.5 The successful Tenderer's EMD will be discharged after the execution of contract agreement & submission of Performance Security.

12.6 MSME Certificate or other equivalent valid certificate will be accepted for relaxation of EMD and tender fee. Presently EMD/Tender Fee exemptions are applicable to only Micro, Small and Medium

Industries. In view of the above, if the vendor will claim for EMD/Tender Fee exemptions, the vendor should meet all the criteria for Micro, Small and Medium Industries. The vendor must have to submit the supporting documents issued by competent government bodies to become eligible for the tender fee/EMD exemptions. The certificates of the vendor shall cover the items tendered to get EMD/Tender Fee exemptions. The certificate shall be valid as on due date/extended due date of the tender. This is not applicable for bidders, who doesn't claim exemption for EMD/Tender fee.

**Note** – In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD exemption cannot be claimed under the MSME status of India arm/subsidiary. Thus a bidder who solely on its own, fulfills each eligibility criteria condition as per the tender terms and conditions and who are having MSME status, can claim EMD exemption/tender fee.

12.7 The Purchaser reserves the right to forfeit the EMD,

- a. If a Tenderer withdraws and/or modifies his bid during the period of bid validity.
- b. In the case of the successful Tenderer, if the Tenderer fails :
  - i) to sign the Contract within the period stipulated or
  - ii) to furnish Performance Security Deposit within the period specified. The decision of the purchaser in this regard shall be final and binding on the tenderer.

### **13. PERIOD OF VALIDITY OF BIDS**

13.1 Bids shall remain valid for 120 days after the prescribed date of price bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or e-mail but followed by a signed confirmation copy. The EMD provided shall also be suitably extended. A tenderer may refuse the request without forfeiting their EMD. A Tenderer granting the extension will not be required nor permitted to modify their bid.

### **14. FORMAT AND SIGNING OF BID**

The Tenderer shall submit the bid in the manner prescribed in the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). The tenderer who submits their bids for this tender after digitally signing, using their Digital Signature Certificate (DSC), accepts that they have clearly understood and agreed the terms and conditions in the website including the terms and conditions of this tender.

## **15. DEADLINE FOR SUBMISSION OF BIDS**

15.1 Bids must be submitted online through the portal specified not later than the time specified for receipt of the bids as indicated in the E-Tender Notice.

15.2 The Purchaser may, at their discretion, extend this deadline for the submission of bids by amending the Tender Documents in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. MODIFICATION AND WITHDRAWAL OF BIDS**

16.1 The Tenderer may modify or withdraw their bid prior to the deadline prescribed for submission of bids.

16.2 No bid shall be modified subsequent to the deadline for submission of bids.

16.3 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the EMD, submitted by the Tenderer.

## **17. OPENING OF UNPRICED BIDS**

The Purchaser will open Part- I (Unpriced) of the bids online at the time and date specified in the tender notice.

## **18. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at their discretion, ask the Tenderers for a clarification of their bid. The request for clarification and the response shall be in writing/e-mail.

## **19. PRELIMINARY EXAMINATION**

- 19.1 The purchaser will examine the bids to determine whether they are complete, the required sureties have been furnished, the documents submitted are complete in all respects, and that the bids are generally in order.
- 19.2 If sufficient bids are not received, without cancelling the entire tender, the date of submission of the tender shall be extended for a further period. Even after date extension, if number of bids are not sufficient enough, the Purchaser will have the right to the proceed with the retendering process.
- 19.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Tender documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Tender Documents without material deviations.
- 19.4 Tenderers must submit the bid for all the subunits/accessories given in the specifications, failing which bids are liable for rejection

## **20. TECHNICAL EVALUATION**

- 20.1 The Purchaser will determine to their satisfaction whether the Tenderers who have submitted otherwise substantially responsive bids, are qualified to satisfactorily perform the Contract.
- 20.2 The determination will take into account the Tenderer's technical and financial, capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Purchaser deem necessary and appropriate including details of experience, records of past performance available with the Purchaser and details collected from other sources. The decision of the Purchaser in this regard shall be final and binding on all tenderers.
- 20.3 An affirmative determination will be a pre-requisite for considering the Priced Bid of the Tenderers.
- 20.4 If the Tenderer does not have installations in India in which similar equipment of similar or higher capacity is used, they shall take 4 representatives of University of Kerala at their cost for evaluation of the machinery overseas. The tenderer shall make necessary arrangements for such visits. Such expenses shall include to and fro travel charges from India to the destination country including accommodation, within the destination country.

**21. OPENING OF PRICED BID.**

Priced bids of only those Tenderers whose unpriced technical bids are acceptable will be opened at a later date, and the date of opening will be intimated to the qualified Tenderers. The bidder should furnish details of the price split up along with BOQ1.

**22. EVALUATION AND COMPARISON OF PRICED BIDS**

The Purchaser will evaluate and compare the priced bids after examining whether the tenders are complete, any computational errors have been made and the bids are generally in order.

**23. CONTACTING THE PURCHASER**

23.1 No Tenderer shall contact the Purchaser on any matter relating to their bid, from the time of the bid opening to the time the Contract is awarded.

23.2 Any effort by a Tenderer to influence the Purchaser in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**24. CRITERIA FOR AWARDING CONTRACT**

The Purchaser will consider award of Contract for the work to the successful Tenderer whose bid has been determined as the lowest evaluated bid for the work.

**25. PURCHASER'S RIGHT TO VARY QUANTITIES**

The Purchaser reserves the right to increase or decrease the quantity of goods and services specified in the Technical Specifications and for which unit rates have been quoted, at the same terms and condition.

**26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, in full or part, and to annul the Tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability

to the affected Tenderer or Tenderers or any obligation to inform them of the grounds for the action. The Purchaser's decision shall be final and binding on the tenderers.

**27. NOTIFICATION OF AWARD/LETTER OF ACCEPTANCE (LOA)**

27.1 Prior to expiration of the period of bid validity, the Purchaser will notify the successful Tenderer through a Letter of Acceptance by e-mail or fax, to be confirmed in writing, that their bid has been accepted.

27.2 The acceptance of the notification of award/LOA will constitute the formation of the Contract.

**28. SECURITY DEPOSIT/PERFORMANCE GUARANTEE BOND**

28.1 Within 21 days of issue of letter of acceptance, the successful Tenderer shall furnish the Security Deposit in accordance with the Conditions of Contract, as Performance guarantee from a Nationalized/Scheduled Bank in the form (Annexure 3) provided in the Tender Documents or another form acceptable to the Purchaser.

28.2 Failure of the successful Bidder to comply with the above requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next eligible and graded Tenderer or call for new bids. The decision of the Purchaser in this regard shall be final and binding on the Tenderers.

**29. SIGNING OF CONTRACT**

Within 21 days of issue of letter of acceptance and subject to furnishing the Security deposit as prescribed above, the successful Tenderer shall sign and date the Contract and return it to the Purchaser. Notwithstanding anything contained hereunder, the LOA shall stand as the contract till the agreement is signed.

**30. IMPORT LICENSE**

Import License Code shall be provided by the Purchaser for goods offered against this tender

## **31. INDIAN AGENT**

31.1 If an Original Equipment Manufacturer (OEM) has authorized an agent in India to act on their behalf, then they are required to provide the following information along with the technical bid:

- a. The complete name and address of the Indian Agent(s) and their permanent income tax account number as allotted by the Indian Income Tax Department
- b. Annual turnover for the last 5 years, IT Returns
- c. Association with OEM and authorization letter from OEM as in Annexure: 8
- d. Details of business presently carried out in India
- e. The details of the services to be rendered by the agent for the subject requirement, and documents to establish the capabilities of agent.

31.2 The Indian agent shall act only as a facilitator to the OEM for participation in the tender. The Indian agent shall arrange for remittance of tender document fee, EMD, Security Deposit etc. if the OEM is unable to meet such remittances in Indian Currency.

31.3 The Purchase Order shall be placed directly on the OEM and the warranty/guarantee etc shall be furnished only by the OEM.

31.4 The Indian agent shall represent only one OEM for all the equipment.

## **32. PROPRIETARY ITEM**

In case, if a particular instrument is a proprietary item of a particular manufacturer, a valid Proprietary Article Certificate shall be provided along with the Technical Bid.

**NOTE:** The word proprietary is defined as an item which is manufactured by one and only one manufacturer and/or which is a patent or specialty to which tender system cannot be applied with advantage.



**SECTION – II**  
**GENERAL CONDITIONS OF CONTRACT**

## **SECTION – II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. DEFINITIONS**

1.1 In this Contract, the following terms shall be interpreted as indicated.

- a. “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c. “The Goods”/“System”/Work(s) means the equipment which the Supplier is required to supply, install, test and commission at the Purchasers premises under the Contract;
- d. “Services” means services ancillary to the work, supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier under the Contract;
- e. “The Purchaser” means University of Kerala, Thiruvananthapuram, Kerala State the Organization purchasing the Goods and Services.
- f. “The Supplier”/The Contractor” means the individual or firm supplying the Goods/Works and Services under this Contract.

#### **2. APPLICATION**

2.1 These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### **3. STANDARDS**

3.1 The Goods and Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the International Standards.

#### **4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall

be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 4.2 Any document, other than the Contract itself, enumerated in para. 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **5. PATENT RIGHTS**

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

## **6. SECURITY DEPOSIT/ PERFORMANCE GUARANTEE**

- 6.1 Within 21 days of issue of letter of acceptance, the Contractor should submit 5% of the Contract Value as Bank Performance Guarantee (in the format as shown in Annexure– 3). However applicable Government orders amended up to date shall prevail.
- 6.2 The proceeds of the Security Deposit/ Performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 6.3 The Security Deposit/ Performance guarantee will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of satisfactory completion of the Supplier's performance obligations, including any warranty obligations, under the Contract, provided it is not forfeited earlier.

## **7. INSPECTION AND TESTS**

- 7.1 The Purchaser or their representatives shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. All inspections shall be carried out jointly by the Purchaser or their representatives as one part and the Supplier or its representative as the other part against an intimation raised by the Supplier stating the completion/supply of services/goods in accordance with the contract.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-

contractor(s) or at the point of delivery and/or at the Good's final destination. When conducted on the premises of the Supplier or its sub-contractor(s), all reasonable facilities and assistance-including access to drawings and production data shall be furnished to the inspectors at no extra cost to the Purchaser. In case of any defects or deficiency notified by the inspection authority, the Supplier will rectify and make good the same without delay and not proceed with further processing of such item(s) of Goods without obtaining approval from the inspection authority.

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

7.4 The inspection by the Purchaser shall not in any way release the Supplier from any warranty/guarantee or other obligations under this Contract.

## **8. CONSEQUENCE OF REJECTION**

8.1 If on the stores being rejected by the Purchaser of consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to-

- a. Request the contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection, and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account.
- b. Purchase or authorize the purchase of stores rejected or stores of a similar description (when stores exactly complying with the particulars are not, in the opinion of the purchaser which shall be final, readily available) without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract, or
- c. Cancel the contract and purchase or authorize the purchase of the stores or stores of a similar description (when stores exactly complying with the particulars are not in the opinion of the purchaser which shall be final readily available) at the risk and cost of the contractor. In the event of action being taken under sub-clause (b) above or this sub-clause, the provisions of clause-9 of the General Conditions of Contract, shall apply as far as applicable.

## **9. DEFAULT AND RISK PURCHASE**

- 9.1 Should the contractor fail to have the stores ready for delivery by the time or times agreed upon as aforesaid, or should the contractor in any manner otherwise fail to perform the contract, the purchaser shall have power to declare the contract at an end at the risk and cost of the contractor as provided in every way. In such a case, the contractor shall be liable for any expenses, losses or damages which the purchaser may be put to incur or sustain by reason of or in connection with the contractor's default.
- 9.2 In the event of risk purchase being made against the contract the contractor will be liable to pay to the purchaser extra expenditure incurred i.e. in procuring the same or similar stores and/or equipment the difference between the rate quoted by the lowest acceptable tenderer against the tender and that at which the risk purchase contract is concluded (date of execution of agreement of risk purchase contract), provided it is done within nine (9) months from the date of breach of the contract.
- 9.3 The cancellation of the contract may be either whole or part of the contract at purchaser's option. In the event of the purchaser terminating this contract in whole or in part, he may procure upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated, if risk purchase is not rendered possible for any reason in which event the contractor shall be liable to the purchaser for any excess costs for such similar supplies/or services. However, the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

## **10. PACKING AND MARKING**

- 10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to severe climatic conditions during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 10.2 The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract and in any subsequent

instruction ordered by the Purchaser.

10.3 Each package shall be marked to indicate:

- a) Name of the Supplier
- b) Details of items in the packages
- c) Name of the Consignee
- d) Purchase Order Number
- e) Gross, net and tare weights of the item
- f) Destination
- g) Certificate of Country of Origin

## 11. DELIVERY AND DOCUMENTS

11.1 Delivery of the goods shall be made by the Supplier as specified by the Purchaser in the Special Conditions of Contract. Proposed delivery schedule should be mentioned clearly. **Delivery and installation should be made at the Central Laboratory for Instrumentation and Facilitation (CLIF), University of Kerala, Kariavattom Campus Trivandrum - 695581, without any extra cost. Complete installation, testing and demonstration of the system and day to-day maintenance are to be provided at the site** (inclusive of documentation, demurrage, customs duty, clearance and transportation charges). University of Kerala will provide customs duty exemption certificates if required. The prices quoted must be on **“all-inclusive till destination”** basis. The prices quoted should be inclusive of all Taxes, Insurance, Freight, Packing & Forwarding Charges, Handling, Delivery Charges, installation charges etc

11.2 . Supply and installation of items must be made within 12 months from the date of issue of supply order. Delay in supply will lead to penalty @ 1% of the value of tender for every week of delay or part thereof. (i.e. exceeding three days will be calculated as one week). If it is found that the items so supplied are not as per supply order specifications, the supply made will be rejected and Earnest Money Deposit will be forfeited. For those bidders submitting tenders for more than one instrument, separate applications for each instrument must be placed in individual sealed envelopes. Only one model can be quoted in a tender.

## **12. INSURANCE**

12.1 The goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. The insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the purchaser for receiving the Stores at the destination.

12.2 In case of any such loss or damage, the Supplier shall:

- a. Initiate and pursue any claim till its settlement, and
- b. Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters within a reasonable time.

12.3 The supplier shall submit, to the Purchaser documentary evidence that such policy is in effect.

## **13. INCIDENTAL SERVICES**

13.1 As specified in the Special Conditions of Contract, the Supplier is required to provide any or all of the following services:

- a. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- b. Furnishing of copies of detailed Operation and Maintenance manual for each appropriate unit of the supplied Goods
- c. Conduct of training of the Purchaser's personnel, at purchasers site, during installation and start-up operation.
- d. Any other service not specifically mentioned but is required for satisfactory performance of the contract.

13.2 All charges for the preceding incidental services shall be included in the Contract price.

## **14. WARRANTY/GUARANTEE**

14.1 The Supplier shall warrant that the Goods supplied under the Contract are new, unused, of the most recent

or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier shall further warrant that the Goods and services supplied provided under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The Supplier shall also guarantee that the Goods supplied shall perform satisfactorily as per the designed/rated/installed capacity as provided for in the Contract.

14.2 This warranty/guarantee shall remain valid for 60 months for equipment and associated accessories from the date of commissioning the equipment ( along with associated accessories) as given in Special Conditions of Contract. Any defect arising out of faulty installation or use of substandard material or workmanship shall be rectified by the Supplier at his own risk and cost and within the time specified by the Purchaser.

14.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14.6 This warranty/guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by the Purchaser. All the spares/consumables related to equipment & exclusively supplied by manufacturer/supplier of the equipment shall be covered under the warranty. Nothing shall be payable on account of these items during warranty period by the purchaser. It shall also be mandatory to perform Quality check after every major repair/breakdown.

## 15. ALL INCLUSIVE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AICMC)

15.1 In addition to quoting for the equipment, the tenderers are also requested to quote separately, the charges of All Inclusive Annual Maintenance Contract for 60 months after standard warranty. Annual calibration/Instrument Performance Verification (IPV) of the equipment with traceable standards, Preventive Maintenance (PM) kit, standards and calibration kit etc., shall be a part of this. It shall also be mandatory to perform Quality check after every major repair/breakdown.

15.2 All the spares related to equipment & exclusively supplied by manufacturer/supplier of the equipments shall be covered under Comprehensive AMC. Nothing shall be payable on account of these items during Comprehensive AMC period by the purchaser. It shall also be mandatory to perform Quality check after every major repair/breakdown.

## 16. PAYMENT

The method and conditions of payment to be made to the Supplier under the Contract shall be as specified in the **Special Conditions of Contract**.

## 17. CHANGE ORDERS

17.1 The Purchaser may, at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- a. Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b. The method of shipment or packing;
- c. The place of delivery; or
- d. The Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any part of the work under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of Supplier's receipt of the Purchaser's change order.

## **18. CONTRACT AMENDMENTS**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19. LIQUIDATED DAMAGES**

19.1 If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to their other remedies under the Contract, deduct from the Contract Price, as Liquidated Damages and not as penalty, a sum equivalent to 1% (one percent) of the full Contract price for delay per week or part thereof.

19.2 The total amount so deducted shall not exceed 10% of the Contract price. Once the maximum is reached, the Purchaser reserves the right to take necessary steps for the completion of the Goods & Services. The decision of the Purchaser shall be final and binding on the Supplier.

## **20. TERMINATION FOR DEFAULT**

20.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- a. If the Supplier fails to deliver all the Goods/Services and commission the items, under his contract obligations, within the time period(s) specified in the Contract.
- b. If the Supplier fails to perform any other obligation(s) under the Contract.

20.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure and perform, upon such terms and in such manner as it deems appropriate, Goods and Services similar to those undelivered, and the Supplier shall be liable to pay the Purchaser for any excess costs for such similar Goods and Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. The decision of the Purchaser shall be final and binding on the Supplier.

20.3 Consequent to such termination of Contract, the Purchaser shall recover all payments including the advance paid, if any, to the Supplier along with interest @12% per annum, compounded quarterly on the last day of March, June, September and December, for the entire period for which the amounts were retained by the Supplier.

## **21.FORCE MAJEURE**

21.1 The Supplier shall not be liable for forfeiture of their Security Deposit, Liquidated damages or Termination for default, if and to the extent that, their delay in performance or other failure to perform their obligations under the Contract is the result of an event of Force Majeure.

21.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in their sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform their obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **22. TERMINATION FOR INSOLVENCY**

22.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if:

- a. The Supplier becomes bankrupt or otherwise insolvent, The Supplier being a Company is wound up voluntarily by the order of a Court, Receiver, Liquidator or Manager appointed on behalf of the debenture holders, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver, Liquidator or a Manager, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **23. RESOLUTION OF DISPUTES**

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

23.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract.

## **24. GOVERNING LANGUAGE**

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

## **25. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws on the Union of India.

## **26. NOTICES**

26.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

26.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **27. RIGHT TO USE DEFECTIVE EQUIPMENT/WORKS**

If after delivery, installation and acceptance and within the guarantee and warranty period, the operation or use of any equipment/works proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment/works until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

## **28. JURISDICTION**

The contract shall be governed by and constructed according to the laws in force in India. For the settlement of any dispute arising out of this Contract, the courts at Thiruvananthapuram, Kerala shall have jurisdiction.

## **29. SPARE PARTS**

As specified in the technical specification, the Supplier may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured or distributed by the supplier:

- a. Such spare parts as the Purchaser may elect to purchase from the supplier provided that this selection shall not relieve the Supplier of any warranty obligation and
- b. In the event of termination of production of spare parts:
  - i) advance notification to the Purchaser of the pending termination in sufficient time to permit the Purchaser to procure its needed requirements and
  - ii) following such termination, furnishing at no cost to the Purchaser, the blue prints, drawings and specifications of the spare parts, if and when require

**SECTION – III**  
**SPECIAL CONDITIONS OF CONTRACT**

## **SECTION - III**

### **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provision herein shall prevail over those in the General Conditions of Contract.

#### **1. SUFFICIENCY OF TENDER**

The intending tenderers shall be deemed to have studied the tender papers and have taken into account all aspects of the requirements of the Client before submitting the tender.

#### **2. PERFORMANCE OF WORK**

The work shall be performed at the place or places specified in the tender or at such other place or places as may be approved by the purchaser.

#### **3. SPECIFICATION**

If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, he shall (before submitting the tender) set forth the particulars thereof and submit them to the purchaser in writing in order that such doubts may be cleared.

#### **4. VARIATIONS**

- 4.1 No alterations, amendments, omissions, additions, suspension, or variations of the work (hereinafter referred to as “variations”) under the contract as shown by the specifications shall be made by the Contractor except as directed in writing by the Purchaser, but the Purchaser shall have full power, subject to the provision hereinafter contained from time to time, during the execution of the contract

by notice in writing to instruct the Contractor to make such variation without prejudice to the contract, and the Contractor shall carry out such variations and be bound by the same conditions so far as applicable as though the said variation occurred in the specifications. If any suggested variation, would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Purchaser thereof in writing and the Purchaser shall decide forthwith, whether or not they shall be carried out. If the Purchaser confirms his instruction, the Contractor's obligations and guarantees shall be modified to such an extent as may in the opinion of the Purchaser, be justified. The difference of cost, if any, occasioned by any such variations shall be added to or deducted from the contract price as the case may require.

- 4.2 The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedule or not applicable, they shall be settled by the Purchaser and Contractor jointly. But the Purchaser shall not become liable for the payment of any such variations, unless the instructions for the performance of the same have been given in writing by the Inspector.
- 4.3 In the event of the Purchaser requiring any variations, such reasonable and proper notice shall be given to the Contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared or any designs, drawings, or patterns made or work done is required to be altered a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease in the total price payable under the contract by more than 10 percent thereof.
- 4.4 In any case, in which the Contractor has received instructions from the Purchaser for carrying out the work which either then or later, will, in the opinion of Contractor involve a claim for additional payment, the Contractor shall as soon as reasonably possible after receipt of the instructions aforesaid, advise the Inspector to that effect.

## **5. INSPECTION AND TESTS**

- 5.1 The inspection of the Goods shall be carried out by the Supplier to check whether the Goods are in conformity with the Technical specifications. The inspection shall be in line with the inspection/test procedures laid down in the Contract conditions.
- 5.2 Reliability of all equipment shall be demonstrated to the satisfaction of the inspecting Authority.
- 5.3 The Purchaser shall have the right at all reasonable times to inspect at the Supplier's premises all Supplier's drawings or any part of the work.
- 5.4 Before the items are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with as-built drawings. These shall have all such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the work as stated in the specifications.
- 5.5 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
- 5.6 Unless and otherwise agreed, the system shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

## **6. INSPECTION OF SITE ETC. BEFORE SUBMISSION OF TENDER**

The Supplier shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, form and nature of the site, the quantities and nature of work and materials and its availability required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his tender.

## 7. DELIVERY AND DOCUMENTS

### *Imported Equipment:*

- a. The equipment should be supplied on INCOTERMS Delivered Duty Paid (DDP) basis; that should cover customs clearance/duty charge, demurrage, if any clearing agent charge, documentation charge, labour charge and transportation charge.
- b. F.O.R Destination is CLIF, University of Kerala, Kariavattom Campus, Thiruvannathapuram, Kerala, India.
- c. The seller should take Insurance from warehouse to warehouse (F.O.R destination).
- d. University of Kerala will provide the DSIR certificate (**Reg. No: TU/V/RG-CDE (364)/2021 dated 13-10-2021**) and documents to avail the Customs duty Exemption, where ever eligible.
- e. All the shipping documents and invoices should be in the name of “The Registrar, University of Kerala, Thiruvananthapuram, Kerala ”.
- f. The seller should also take care of the unloading of equipment’s (at destination) and shifting it to the Installation site/room.

### **The delivery document shall include:**

- a. The Suppliers invoice showing the purchase order no, Goods description, quantity and total amount.
- b. Shipment booking form / Delivery note.
- c. Packing list.
- d. Air waybill /Bill of lading.
- e. Bill of Entry (destination port).
- f. Certificate of the country of origin of the Stores to be given by the seller or a recognized Chamber of Commerce or other agency designated by the local Government for this purpose.
- g. Certificate of pre-dispatch inspection by purchaser’s representative.
- h. Manufacturer’s test certificate/Calibration certificate/Material test certificate.
- i. Suppliers / Manufacturers guarantee certificate.
- j. Certificate of Insurance (warehouse to warehouse (F.O.R destination)).

**Note:** Insurance may be done for coverage on “all risks” basis including ware risks and strike clauses.

k. Any other document evidencing payment of statutory levies.

l. Delivery challan (F.O.R destination).

**Note:** The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc., should be identical.

## **8. RESPONSIBILITY FOR COMPLETENESS**

8.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary are to be provided by the Contractor without extra charge and the equipment must be complete in all details.

8.2 In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified shall provide free of charge such labour, materials, fuels, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded, efficiently to carry out such test of the materials or workmanship etc. in accordance with the contract.

8.3 All items as per the specification should be supplied by the contractor. However, at the time of installation, if it is found that some additional items are required to meet operational requirements of the configuration but not included in the bidder's original list of deliverables, the bidder shall supply items to ensure completeness of the configuration at no extra cost.

8.4 The reagents required for the installation and application training (machine consumables, Calibration beads/calibration plate/calibration tools/ QC beads for the equipment performance check) should be provided by the contractor.

## **9. PAYMENT**

Unless agreed otherwise to by the Purchaser, the terms of payment for this contract shall be as follows:

9.1 For payment to foreign currency quotes (Import supplies only) \*

i. 75% (Seventy Five Percent) of the Contract price by irrevocable Letter of Credit will be released after completion of the supply/delivery against invoice, inspection certificate (where applicable), shipping

documents etc. upon proof of receipt at port of discharge in good condition.

- ii. 20% (Twenty Percent) of the contract price will be released after satisfactory installation, testing & commissioning of the item/equipment and submission of 'Performance Bank Guarantee'.
- iii. Balance 5% of the contract price will be released after the expiry of guarantee /warranty period. However the balance 5% amount can be released against the submission of an additional bank guarantee [apart from the Performance Bank Guarantee for Security Deposit] from any Scheduled / Nationalised Bank [format in Annexure 4].
- iv. Any delay from the original time of completion, reasons not attributable to the client, cannot be considered for extension and the LC shall be closed. Cost enhancements, if any, arising out of the rate fluctuations will have to be borne by the vendor, except for the force major conditions/the delays condoned by the purchaser

b. For payments to quotes in INR

- i. 'Advance Payment' is not allowed in any case. 95% payment will be released after completion of the supply/delivery, successful installation, testing & commissioning of the item/equipment and submission of required documents.
- ii. Balance 5% of the contract price will be released after the expiry of guarantee/warranty period. However the balance 5% amount can be released against the submission of an additional bank guarantee [apart from the Performance Bank Guarantee for Security Deposit] from any Scheduled Nationalised Bank [format in Annexure 4].

In Case of payment through 'Irrevocable Letter of Credit' and/or 'Foreign Currency Draft/TT', the Bank Charges in India shall be borne by the Institute (i.e. University of Kerala ) and outside India shall be borne by the Original Equipment Manufacturer (OEM)/supplier.

Any delay from the supplier from the original time of the completion, reason not attributable to the client, cannot be considered as an extension and the LC shall be closed. Cost enhancements, if any arising out of the rate fluctuations will have to be borne by the vendor, except for the force major conditions/ delayed condoned by the purchaser.

## **10. RESOLUTION OF DISPUTES**

- 10.1** Subject to the provisions of the relevant clause in General Conditions of Contract, any dispute or differences that could not be resolved be referred to the adjudication of sole Arbitrator. Within thirty days of receipt of notice from the Supplier of his intention to refer the dispute to arbitration, the Purchaser shall finalize a panel of three Arbitrators and intimate the same to the Supplier. The Supplier shall within fifteen days of receipt of this list, select and confirm his acceptance to the appointment of one from the panel as Arbitrators. If the Supplier fails to communicate his selection of name within the stipulated period, the Purchaser shall, without delay, select one from the panel and appoint him as the sole Arbitrator. If the Purchaser fails to send such a panel within thirty days as stipulated, the Supplier shall send a similar panel to the Purchaser within fifteen days. The Purchaser shall then select one from the panel and appoint him as the sole Arbitrator within fifteen days. If the Purchaser fails to do so, the Supplier shall communicate to the Purchaser the name of one from the panel who shall then be the sole Arbitrator. The appointment of sole Arbitrator so made shall be final and conclusive. The Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and rules there under or any statutory modifications thereof for the time being in force. The Arbitration proceedings shall be held in Thiruvananthapuram District only, Kerala at a time as the sole Arbitrator may decide. The Arbitrator shall give a speaking award and the decision of the sole Arbitrator shall be final and binding upon the parties and the expenses of the Arbitrator shall be paid as may be determined by the Arbitrator.
- 10.2** Performance under the Contract shall, if reasonably possible, continue during the Arbitration proceedings and payments due to the Supplier by the Purchaser shall not be withheld, unless they are the subject of the Arbitration proceedings.
- 10.3** Neither party is entitled to bring a claim to Arbitration if the Arbitrator has not been appointed within thirty days after expiration of the warranty/guarantee period.

## **11. EXTENSION OF TIME FOR COMPLETION**

Should the amount of extra or additional work of any kind, or any cause of delay referred to in these

conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Supplier, be such as fairly to entitle the Supplier to an extension of time for the completion of the works, the Purchaser shall determine the amount of such extension and shall notify the Supplier accordingly. Provided that the Purchaser is not bound to take into account any extra or additional work or other special circumstances unless the Supplier has within twenty eight days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Purchaser full and detailed particulars of any extension of time to which he may consider himself entitled, in order that such submission may be investigated at the time. The Supplier shall not be entitled to claim any enhancement in the contract price on account of extension of time granted and the Supplier shall complete the work strictly in terms of the Contract.

## **12. FINAL TAKING OVER AND GURANTEE PERIOD**

- a. After Commissioning, the guarantee period shall commence from the date of commissioning of equipment and shall be valid for a period of Sixty (60) calendar months.
- b. The Supplier would be required to give performance guarantee for each individual item of equipment supplied, and tested, as is applicable in each case (for due performance, quality of material used, design, throughput, erection, etc.).
- c. In respect of equipment/component renewed under the terms of guarantee, the period of guarantee for such items shall be for six months from the date of renewal or till the end of guarantee period, whichever is later.
- d. The guarantee period shall be extended in case of extension of the guarantee run period for reasons attributable to the Supplier and this will be communicated by the Purchaser to the Supplier in writing. The duration of extension of guarantee period will be mentioned in the above letter.
- e. Should the Supplier fail to rectify any defects which shall have been notified to him in writing during the period of guarantee, it shall be deemed as a breach of contract and the Purchaser will be entitled to rectify such defects at the Supplier's cost, and charge any further penalty as deemed fit.

### **13.TAX PAID IDENTIFICATION NO.**

Tenderers must quote their tax paid identification No. (TIN) in their quotation otherwise their quotation will not be entertained. GST & TIN must also be correctly quoted on the bills by the suppliers, failing which their payment may not be released:

### **14.TRAINING OF PERSONNEL**

Suppliers need to provide adequate training at University of Kerala to the nominated person(s) of the University at their cost. University of Kerala will not bear any training or living expenditure in this regard. The Supplier should arrange for regular visit to the campus by its technical team and assist in maintenance of the item/equipment within warranty period.

## SECTION IV : TECHNICAL SPECIFICATION

<b>Specifications of Multipurpose Versatile XRD System</b>		
The system must be having following facilities/capabilities:		
<ul style="list-style-type: none"> <li>a) Powder Diffraction</li> <li>b) Phi-scan measurements</li> <li>c) Non-Ambient High/Low Temperature measurement</li> <li>d) With following detailed specifications:</li> </ul>		
Sl.No.	Description	Remarks
1.	<b>Multipurpose Versatile XRD System</b>	
	<b>X-Ray Generator</b>	
	<ul style="list-style-type: none"> <li>a) Output power: 3 kW or better</li> <li>b) Maximum Voltage: 50 kV or better</li> <li>c) Maximum Anode Current: 60 mA or better</li> <li>d) Control: Fully controlled through software</li> <li>e) Stability: 0.01% per <math>\pm 10\%</math> variation of main voltage or better at 50 Hz</li> <li>f) Voltage increment: 1 kV</li> <li>g) Current increment: 1 mA</li> </ul>	
	<b>Goniometer</b>	
	<ul style="list-style-type: none"> <li>a) Type: Higher resolution Theta/Theta</li> <li>b) Scan: <math>\theta/\theta</math> coupled and <math>\theta/\theta</math> decoupled. The Goniometer should be equipped with independent <math>\theta</math> and <math>2\theta</math> drives for accurate positioning.</li> <li>c) <math>2\theta</math> range: Lower limit <math>-90^\circ</math>, upper limit <math>+165^\circ</math></li> <li>d) Minimum step size: <math>\square 0.0001^\circ</math></li> <li>e) Angular reproducibility: <math>\pm 0.0001^\circ</math> or lower</li> <li>f) Goniometer radius: <math>\square 220</math> mm</li> <li>g) Angular uncertainty from gear backlash should be avoided using appropriate optical encoders</li> </ul>	
	<b>X-Ray Tube</b>	
	<ul style="list-style-type: none"> <li>a) Target: Cu Anode</li> </ul>	

	<ul style="list-style-type: none"> <li>b) Power &gt; 1.8 kW or better</li> <li>c) Focus: Long fine focus (LFF) X-ray tube. Tube should have the facility to rotate from LFF to true point focus and vice versa without affecting the alignment of the Instrument as well as disconnecting electrical and water connections.</li> <li>d) Insulation: Sealed X-ray tube should have Ceramic</li> </ul>	
	Insulation.	
	<b>Sample stage/platform/holder, changer</b>	
	<ul style="list-style-type: none"> <li>a) Standard sample stages for powder, solid flat sample with possibility of loading <b>nine</b> or more samples at a time.</li> <li>b) Accessories for sample stage such as zero background sample holders, beam knife, Quote Variable Temperature Sample stage from -180 °C to 1600 °C with auto-height alignment and temperature compensation facility of the sample.</li> </ul>	
	<b>Optics</b>	
	<ul style="list-style-type: none"> <li>a) Optics should include necessary/appropriate soller slits, divergence slits, anti-scatter slits, receiving slits and Beta filters.</li> <li>b) Geometries: Bragg Brentano (BB) and Parallel Beam (PB) optics for powder as well as polycrystalline and thin Film samples.</li> <li>c) Filters: Suitable <math>K\beta</math>-filters for Cu radiation.</li> <li>d) Easy change of optics without the need of alignment from Bragg-Brentano to Parallel Beam through PC.</li> <li>e) Soller slits and Soller collimators.</li> <li>f) A Suitable optical beam components with detector (or) an energy resolution detector should be offered for handling fluorescence such that the energy resolution in total achieved is &lt;450</li> </ul>	

	eV.	
	All measurement modes shall be computer controlled with minimal user intervention.	
	<b>X-ray detector</b>	
	<p><b>2D detector for Ultrafast and small spot diffraction</b></p> <p>Maintenance free suitable solid state (semiconductor) detector with high degree of linearity (i.e., 97% in the range of 0 to 10<sup>9</sup> CPS and very less background noise at least 0.5 cps). The detector should be compatible/suitable for most of the X-ray application work, i.e., powder analysis, solid samples, nanomaterial/nanoparticle etc.</p>	
	<p>a) The detector should be capable of working with samples which yield fluorescence. Fe, Mn, and Ni etc.</p> <p>b) Functioning of detector in both scanning and static mode.</p> <p>c) The 2D detector should capable of working in 0D, 1D as well as true 2D mode.</p> <p>d) – Static mode 2 D coverage of 3 degrees or more. The Number of Strips /channels/pixels should be a minimum of 190 or more.</p>	
<b>2.</b>	<b>Standards</b>	
	<p>a) Fluorescent screen for positioning the X-ray beam.</p> <p>b) NIST standard samples for checking the accuracy of the peak position.</p> <p>c) Polycrystalline thin films for checking TF optics.</p>	
<b>3.</b>	<b>Software</b>	

	a)	Licensed version of the software for XRD instrument control, system diagnosis software, data collection,	
		data evaluation, qualitative and quantitative analysis software, search match.	
	b)	Database for peak search and peak fitting database/ database also be offered with the basic system. Suitable Crystal Structure database.	
	c)	Rietveld based standardless quantification refinement package with Structure analysis, profile fitting, lattice parameter refinement, stripping of $K\alpha_2$ peak, and crystallite size determination software package should be offered. Facility to determine accurate quantitative phase analysis of samples with complex geological matrix by RIR and Rietveld technique as well as amorphous content also to be quantified by the software.	
	d)	Licenses to minimum <b>10 users</b> for all the software must be provided.	
	e)	ICDD latest powder diffraction data	
	f)	base (Pdf-4 Axios – for 3 Years – 1 user license) should be included.	
<b>4.</b>	<b>Computer and printer</b>		
	Two computers with following specialization: Intel i5 processor, 16 GB Ram, 1TB HDD, 23” Led Monitor, 4 USB Ports minimum, DVD R/W one will be used for control of the system for various measurement options. Another one will be used for analysis. One heavy duty color printer should be provided.		
<b>5.</b>	<b>Safety</b>		
	a)	Provision for detection of abnormal cooling water flow, pressure and temperature, abnormal generator overload and shutter malfunction	

	b)	detection. The XRD instrument should be complied as per International Safety Standards and regulation norms, pertaining to X-ray Radiation and other hazards approved by AERB of India	
<b>6.</b>	<b>Spares and consumables</b>		
	Essential and most required spares and consumables for general maintenance and smooth operation of the system should be included in the offer for the period of at least 5 (five) years.		
<b>7.</b>	<b>Manuals</b>		
	All the operational manual, application manual as well as service manual along with schematic in English are to be provided. Test reports for all the modes of operation to be provided.		
<b>8.</b>	<b>Cooling system</b>		
	A suitable external water chiller compatible with the main instrument whose Make and detailed specifications to be provided with the installation requirements. Should preferably be domestically procured. External filter/traps should be provided for minimizing the dust settlements from the chiller to the target area.		
<b>9.</b>	<b>Uninterrupted power supply</b>		
	<b>To be quoted separately</b> Suitable UPS (off line) of appropriate power (20 kVA) to provide sufficient power to run the XRD system and complete chiller including pump and cooling circuit compressor. Minimum 1hr required. The UPS to be supplied with stand for batteries.		
<b>10.</b>	<b>Other mandatory requirements</b>		
	a)	The vendor must have at least three installations of the offered model of XRD within last three years in India. Necessary installation certificates to be enclosed.	
	b)	<b>After sales service will be a component for technical evaluation of</b>	

	<b>the equipment.</b>	
	c) All pre-installation requirements such as room size, mechanical vibration and required power rating for the XRD as well as for water chiller to be provided.	
	d) The supplier may visit the University of Kerala and see the site where the equipment is to be installed and may offer his advice and render assistance to the university in the preparation of the site and other pre- installation requirements.	
	e) Supplier should clearly mention about their service set up in India for prompt service support along with contact details of service engineers specially trained on the offered system.	
<b>11.</b>	<b>Training at Site</b>	
	The vendor should provide operational training and application training for minimum of 2 working weeks for x-ray diffraction at site comprises of Data collection, measurements and data analysis of Standard Powder diffraction, Texture, residual stress etc. This training should be given after successful installation and commissioning of the XRD system. The total training period can be divided can be suitably distributed in two parts with the gap of 2 weeks.	
<b>12.</b>	Warranty	<b>Comprehensive On-site Warranty for Five years for entire system including all the attachments to the XRD</b> from the date of successful installation and commissioning. The breakdown period will not be counted as Warranty period and must be extended after the expiry of initial warranty. All parts including accessories should be covered under the

		warranty and this fact should be specified in the tender document. The comprehensive warranty should cover: i. All parts including accessories, consumables, and labour on site ii. Free maintenance and service on site or at factory with no cost, and Regular up-gradation of software's free-of-charge.
<b>13</b>	Price	Quote should cover CIF, customs, clearance, transportation from airport/sea port to the site of installation
<b>14</b>	Delivery time	Delivery must be completed within 12 months from the date of the order being placed. In case of delayed delivery, the penalty will be charged as follows: 1% of order value for each month.
<b>15</b>	The Technical specifications should also include:	a) Compliance statement of each parameter to be provided along with the Technical Bid. b) No. of factory Trained Service Engineers available in INDIA to support of quoted model.
<b>16</b>	Upgradation	
<b>17</b>	Any other item	

## ANNEXURES

Annexure: 1

### 1. PARTICULARS TO BE FILLED BY THE BIDDER

1. Name of the Bidder:

2. Complete Address of the Bidder

3. Availability for demonstration of instruments at UNIVERSITY OF KERALA: Yes / No [Please ✓]

4. Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry. [NOTE: Any changes after submission of Tender documents kindly update UNIVERSITY OF KERALA]

a.) Full Name :

b.) Complete Postal Address

c.) Telephone No.:

d.) Fax No.:

e.) Mobile No.:

f.) E-mail:

5. Name and full address of the manufacturer:

a) Full Name:

b) Complete postal address

c) Telephone NO:

d) Fax No:

e) Mobile No:

f.) E-mail:

g.) Website Address:

f.) E-mail:

g.) Website Address:

6. Manufacturing Type [Please  $\surd$ ]

a.) Import

b.) Indigenous

c.) Both

7. Country of Origin:

8. Any other relevant information

**Authorized Signature and Stamp of Bidder**

## 2. DATA SHEET

Data sheet to be submitted by the bidder.

The data sheet to be submitted in the following format:

- I. Name of Equipment
- II. Duty/ Function
- III. Indented purpose
- IV. Brief description on the operation of the equipment
- V. Over all dimension of the equipment
- VI. Utility Requirement
  - a. Electrical : Watts, Voltage
  - b. Pneumatic: Compressed Air : FAD
  - c. Steam : Kg/hr
  - d. Water : Ltr/min
- VII. Safety Features if any
- VIII. Other technical features
- IX. Other relevant information if any

**3. PROFORMA FOR PERFORMANCE GUARANTEE BOND**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)  
(TO BEESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT THIRUVANANTHAPURAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT THIRUVANANTHAPURAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

Registrar

University of Kerala

Senate House Campus

Palayam

Thiruvananthapuram – 695034

Kerala, India

**LETTER OF GUARANTEE**

WHEREAS University of Kerala (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of.....

AND WHEREAS the said tender document requires the supplier/firm (seller) whose tender is accepted for the supply of item/equipment, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of “University of Kerala” in the form of Bank Guarantee for Rs. [Amount as per clause no.6 of Section II GCC] which will be valid for two months beyond the entire warranty period (up to date .....) from the date of issue of work order, the said Performance Guarantee Bond is to be submitted within 21 (Twenty one) days of issue of letter of acceptance.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in tender document / purchase order / performance

of the item/equipment etc. this Bank shall pay to University of Kerala on demand and without protest or demur Rs..... (Rupees... ..).

This Bank further agrees that the decision of University of Kerala (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We,... ..(name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller) and/ or University of Kerala (Buyer).

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs.....  
(Indian Rupees..... only).
- b. This Bank Guarantee shall be valid up to... .. (date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University of Kerala serve upon us a written claim or demand on or before  
..... (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at ourbranch office at ..... situated at.....  
.....  
.....  
.....(Address of local branch).

Yours truly,

Signature and seal of the guarantor:  
Name of the Bank:  
Complete Postal Address”  
Date:

**4. FORMAT FOR BANK GUARANTEE**

(ON NON-JUDICIAL STAMP PAPER OF Rs.200/-)

To: ..... (Name and address of Owner)  
.....

WHEREAS ..... (*Name and Address of Contractor*) (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. .... dated ..... 20... to the work..... (*Description of Work*) (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled bank/ Nationalised Bank for the sum specified therein as additional security/retention amount (which is balance 5% payment of gross amount) for compliance with the Contractor’s contractual obligations in accordance with the Contract.

AND WHEREAS we ..... (*Name of Banker*) have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of ..... (*Amount of the Guarantee in Words and Figures*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee is valid until the ..... day of .....20...

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch

office at ..... situated at.....

.....  
.....

Signature and Seal of Guarantors

.....

Date: ..... 20...

Name of Bank : .....

Address: .....

.....

## 5. TECHNICAL COMPLIANCE SHEET

Sr. No.	Specifications	Compliance(Yes/No)	Deviation (if any)

### **NOTE:**

1. Compliance statement should be supported with the printed catalogue mentioning page number and clearly highlighting the required tender specifications in the catalogue.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”..

Furnishing of wrong statement may lead to debar from the future purchases of University of Kerala.

## 6. TERMS AND CONDITIONS OF THE SERVICE CONTRACT

- i. During the service contract period, the firm shall provide at least 3 preventive maintenance visits per year and attended to all emergent and break-down calls.
- ii. In each block of 365 days during the entire service contract period the firm will be responsible to maintain the equipment in good working condition for a period 328 days (i.e 90% uptime). All the complaints will be attended by the firm within 2 days of the dispatch of the complaint to their office. In case there is delay of more than 2 days in attending to a complaint then the number of days in excess of the permissible response time shall be counted in the downtime. In case total downtime exceeds the permissible downtime a fine equivalent to double the service contract charges shall be recovered from the firm on per day basis.
- iii. 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 the **University of Kerala, Thiruvananthapuram**.
- iv. We undertake to carry out annual calibration of the equipment.
- v. We undertake to perform Quality check after every major repair/breakdown/taking the equipment for repair out **University of Kerala, Thiruvananthapuram** premises.
- vi. The replaced parts shall remain the property of **University of Kerala, Thiruvananthapuram**.
- vii. The firm shall try to repair the equipment at **University of Kerala, Thiruvananthapuram** itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at **University of Kerala, Thiruvananthapuram**. The firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over the purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the **University of Kerala, Thiruvananthapuram**, for such losses at order value of the damaged/lost equipment/part including accessories.
- viii. During the service contract period the parts/components that may be needing replacement shall be made available by the **bidder** at their own expenses

- ix. We undertake to provide PM kit and calibration kit as per requirement to meet uptime condition of the tender.
- x. We undertake that equipment/accessories of Third party supplied along with the main equipment shall be covered under comprehensive AMC of the main equipment

**Authorized Signature and Stamp of Bidder**

## 7.PROFORMA FOR USER LIST OF QUOTED MODEL

*No. of similar item/equipment supply, installed, tested and commissioned by the bidder in any Government/Private Institutions like IITs, NITs, Government colleges or institutions accredited by UGC in India during the last seven years ending previous day of last date of submission of tender.*

<b>Sl. No.</b>	<b>Name &amp; full address of purchaser</b>	<b>Purchase Order No.&amp; Date</b>	<b>No. of Units (Qty.)</b>	<b>Purchase Order Value (Rs.)</b>	<b>Date of Installation</b>	<b>Contact personname, phone No.and email id of Purchaser</b>

(Copies of Purchase orders, satisfactory completion certificate for the work done, certificate from clients showing that the installation is satisfactorily working for past year shall be submitted in English language. Details of current contracts in hand and other commitments as supportive evidence).

Place:

Date:

**Signature & Seal of the bidder**

## 8.FORMAT FOR MANUFACTURER'S AUTHORISATION FORM

(To be given on Manufacturer Letter Head)

[**NOTE:** The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. It should be included by the Bidder in its bid]  
No. Dated

Date: **[insert date (as day, month and year) of Bid Submission]**

Tender No.: **[insert number from Invitation for Bids]**

To  
The Registrar  
University of Kerala  
Senate House Campus  
Palayam  
Thiruvananthapuram - 695034

WHEREAS

We **[insert complete name of Manufacturer]**, who are official manufacturers of **[insert type of goods manufactured]**, having factories at **[insert full address of Manufacturers factories]**, do hereby authorize **[insert complete name of Bidder]** to submit a bid the purpose of which is to provide the following Goods, manufactured by us **[insert name and or brief description of the Goods]**, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract, with respect to the Goods offered by the above firm

**Signed:** [insert signature(s) of authorized representative(s) of the Manufacturer]

**Name:** [insert complete name(s) of authorized representative(s) of the Manufacturer]

**Title/Designation:** [insert title]

**Duly authorized to sign this Authorization on behalf of:** [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing)

## 9. CERTIFICATE OF GUARANTEE/WARRANTY

(To be given on Manufacturer Letter Head)

- a. I/We certify that the standard guarantee/warranty shall be for a period of 60 months 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 at UNIVERSITY OF KERALA, Thiruvananthapuram premises. The benefit of change in dates of the guarantee/warranty period shall be in the interest of the user/your organization.
- b. During the warranty period, we shall provide at least 3 preventive maintenance visits per year.
- c. Uptime Guarantee: During the guarantee/warranty period, we will be responsible to maintain the equipment in good working conditions for a period 328 days (i.e. 90% uptime) in a block of 365 days.
- d. All the complaints will be attended by us within 2 working days of receipt of the complaint in our office.
- e. 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.
- f. Penalty: We shall pay a penalty equivalent to 0.5 % of the order value of the equipment for every week or part thereof delay in rectifying the defect.
- g. Note: The right to accept the reason (s) for delay and consider reduction or waive off the penalty for the UNIVERSITY OF KERALA, Thiruvananthapuram
- h. We undertake that all the spares / calibration tools (including kits/plates/beads) related to equipment & exclusively supplied by manufacturer/supplier of the equipment shall be covered under warranty/extended warranty. Nothing shall be payable on account of these items during warranty/extended warranty by UNIVERSITY OF KERALA, Thiruvananthapuram.

- i. 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 10 years and we also guarantee that we will keep the organization informed of any update of the equipment over a period of seven (07) years.
- j. We guarantee that in case we fail to carry out the maintenance within the stipulated period, UNIVERSITY OF KERALA, Thiruvananthapuram reserves the right to get the maintenance work carried out at our risk, cost and responsibility. 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.
- k. We shall try to repair the equipment at UNIVERSITY OF KERALA, Thiruvananthapuram 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 OF KERALA, Thiruvananthapuram. 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 OF KERALA, Thiruvananthapuram after repairs. 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 OF KERALA, Thiruvananthapuram for such losses at the order value for the damaged/lost equipment/part, including accessories.
- l. We undertake to perform Quality check after every major repair/breakdown/taking the equipment for repair out of UNIVERSITY OF KERALA, Thiruvananthapuram premises.
- m. In case of extended guarantee/warranty, we undertake to carry out annual calibration/IPV of the equipment.
- n. 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.
- o. 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.
- p. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

q. We undertake to provide Preventive Maintenance kit as per requirement to meet uptime guarantee condition.

Place:

Date:

1. Authorized signatory  
(with seal)

2. Authorized signatory

**10. TENDER ACCEPTANCE LETTER**

{ Submitted on Letter head of bidder/supplier)

To,

Date:

Registrar

University of Kerala

Senate House Campus

Thiruvananthapuram

Kerala, India - 695034

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:**

**Name of Tender / Work: -**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

---

as per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Govt. Autonomous organizations.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**11. Form of Agreement (in Kerala stamp paper)**

(For contracts for supply of specific quantities) AGREEMENT executed at ..... on ..... BETWEEN ..... (hereinafter called “the Contractor”) and the Registrar, University of Kerala, Thiruvananthapuram-695034 (hereinafter called “the University”).

WHEREAS the Contractor has quoted their tender for the supply of articles for the use of the University as per the Tender Notice No. .... and which shall form part of this Agreement as if incorporated herein.

AND WHEREAS the University / Purchasing Officer have / has been pleased to accept the offer subject to the conditions stipulated in the LOA Letter / Supply Order No. .... (which shall form part of this agreement as if incorporated herein) in respect of the articles mentioned therein.

AND WHEREAS the Contractor has as security for the due fulfillment of his obligations under this deed deposited Bank Guarantee No. .... for Rs..... being 5% of the estimated value of the contract as per draft on .....bank duly approved by the University / in the form of a letter of guarantee for such amount from ..... bank approved by the University.

**NOW THESE PRESENTS WITNESS AS FOLLOWS**

1. In cases where along with the tender samples have been forwarded to the University and the samples approved, the Contractor agrees to supply the materials according to the approved sample. In other cases the Contractor agrees to forward samples to University for approval if so required and then to supply materials according to such approved samples. When the samples are not required, the Contractor agrees to supply according to standard specifications.
2. The Contractor hereby declares that the equipment sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the LOA Letter / Supply Order No. .... and the Contractor hereby guarantees that the said equipment would continue to conform to the description and quality aforesaid for a period of ..... (warranty period), and that notwithstanding the fact the University may have inspected and / or approved the said equipment,

if during the aforesaid period of ..... (warranty period), the said equipment be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the University in that behalf will be final and conclusive) the University will be entitled to reject the said equipment or such portion thereof as may be discovered not to conform to the said description and quality.

3. On such rejection the goods will be at the Contractors risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The Contractor shall if so called upon to do, replace the goods, etc., or such portion thereof as is rejected by the University. Otherwise the Contractor shall pay to the University such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the University in that behalf under this contract or otherwise.
4. Requests for enhancement of rates once accepted will not be considered except where University has, prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the Contractor or attached with the Contractor's tender or any other letter or paper from the Contractor will not govern this contract nor bind the University in any manner whatsoever unless such terms have been expressly accepted by the University in writing.
5. The articles and quantities to be supplied as per LOA Letter / Supply Order No. .... attached herewith. The Contractor agrees to supply the quantities of the articles shown in the order at the rate tendered by him for each article within the time fixed.
6. The Contractor agrees that time is the essence of this contract. If the Contractor defaults in the supply of all or any of the articles correctly and promptly as above the University are at a liberty to procure the same from elsewhere without cancelling the contract as a whole. If University incurs, in thus procuring such materials a higher cost than the agreed rate such excess cost may be deducted by the University from the Contractor's bill or adjusted or otherwise realized from their security deposit or recovered from him by other means. The Contractor agrees that they shall not be entitled to claim the excess, If any, of the tendered rate over such cost to University.

7. The Contractor shall not assign or make over in part or whole the contract or the benefits or burdens thereof. The Contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the University. The University shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The Contractor shall not be relieved from their obligation, duty or responsibility under this contract even if consent to let or sublet is given by the University.
8. NOTWITHSTANDING the provisions contained herein, the University shall have the right to cancel the contract for any default on the part of the Contractor in due performance thereof.
9. It shall be lawful for the University from and out of any moneys for the time being payable or due to the Contractor from the University under this contract or otherwise to set off any loss or expense, cost or damages, sustained or incurred by the University by reason of the cancellation of the contract.
10. The Contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.
11. The Contractor agrees that all sums found due to the University under or by virtue of these presents shall be recoverable from their properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the University may deem fit. The Contractor agrees that by virtue of this agreement, the decision of the University shall be final and conclusive and shall be binding on the Contractor. The Contractor agrees that any sum of money due and payable to him from University shall be adjusted against any sum of money due to University from him under any other contracts.

IN WITNESS WHERE OF the Contractor (Name of firm) and the Registrar, University of Kerala, Thiruvananthapuram - 695034 have hereunto set their hands.

Signed , sealed and delivered by .....

For and on behalf of the Contractor

In the presence of witnesses (1)

(2)

Signed, sealed and delivered by .....

For and on behalf of the Registrar, University of Kerala, Thiruvananthapuram- 695034.

In the presence of witnesses (1)

(2)

\*Instruction - The authority concerned of the firm should affix their signature & seal in all papers of the document