

# KERALA VETERINARY AND ANIMAL SCIENCES UNIVERSITY POOKODE, LAKKADI P.O, WAYANAD, KERALA-673576

# NOTICE INVITING e-TENDER (NIT)

# TENDER NOTICE No:G1/14990/2022

#### dt. 24-11-2022

e-tenders/offers (online bids) are invited by the Director of Academics and Research, KVASU, Pookode for and on behalf of the Vice Chancellor of Kerala Veterinary and Animal Sciences University from reputed registered firms/manufacturers/authorized dealers for the **supply of carbon dioxide incubator for cell culture to Department of Veterinary Anatomy** as detailed in Annexure-I, under the **State Plan Project 2022-23**.

All the rules/ regulations applicable to Government tenders will be applicable here also.

Important Note:

- 1. The tender form should be addressed to The Dean, College of Veterinary and Animal Sciences, Mannuthy
- 2. In case the Manufacturers / Indian Companies have customs bonded ware house in India, then the offer should not include Customs duty and other levies. The institute can issue Certificate of Registration with Department of Scientific and Industrial Research, Govt of India for availing customs duty/excise exemption.
- 3. Date of tender downloading: 25.11.2022 (10.00 am)
- 4. Last date for tender submission :15.12.2022 (4.00 pm)
- 5. Tender opening date: 17.12.2022 (9.00 am)
- 6. Tender forms are not being sold separately and the same can be downloaded from e-tender website (https://www.etenders.kerala.gov.in). The cost of tender form will be Rs 1298/-(Rupees One thousand two hundred and ninety eight only) [Tender fees Rs. 1100/-(Rupees One thousand one hundred only) + 18% GST (Rs. 198/-)] to be submitted online.
- 7. An Earnest Money Deposit (2.5%) of the cost of the equipment should be paid online.
- 8. All the documents submitted should be duly signed and certified by authorized signatory.
- 9. Tender submitted through e-Mail or Fax will not be considered.

#### Dean

CVAS, Mannuthy For and on behalf of the Vice Chancellor of KVASU

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#### **1. GENERAL TERMS & CONDITIONS:**

- i. Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document. The cost of tender forms will not be refunded under any circumstances.
- ii. Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- The tenders submitted for single system should be in the form of single bid.
  Technical/financial bid consisting of tender cost, EMD & all technical details like catalogue, literature, authorization letter, price list, all documents to support their eligibility etc., along with commercial terms & conditions and Bill of quantity.
  - iv. The technical cum financial bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
  - v. Each tender should be accompanied by tender fee to be submitted online along with the 18% GST for those equipments mentioned in List of Annexure I.
  - vi. EMD (2.5%) of the quoted amount should be paid online
  - vii. Late and incomplete tenders and tenders without EMD, tender fee and agreement will not be accepted.
- viii. If the last date of submission is declared holiday in Kerala Veterinary and Animal Sciences University, the date of submission and tender opening will be next working days, respectively.
- ix. The tender should also be accompanied by an agreement in Kerala stamp paper worth Rs. 200/- as per format that can be downloaded from the website <u>www.etenders.kerala.gov.in</u>.
- x. Firms who are exempted from payment of EMD should furnish attested copy of the currently valid certificate from the Store Purchase Department, Government of Kerala/ Director General of Supplies & Disposals (DGS&D), National Small Industries Corporation (NSIC), Government of India.
- xi. The cost of the item, tax and other charges should be separately stated. KVASU is exempted (regd. with DSIR) from payment of customs and excise duty for its procurements and hence prices quoted should be exclusive of these.
- xii. The exact specifications, details of make, model, name of manufacturer, warranty details etc. of the item must be clearly specified. Original brochures with detailed technical literature and illustrations of the units quoted are to be included along with the offer.
- xiii. Details of trainings offered, warranty, maintenance service contract offered after expiry of normal warranty, spare parts availability and after-sales-service facilities available should be indicated. Offers without these are liable to be rejected.

- xiv. For those bidders submitting tenders for more than one instrument, specifications/other relevant details concerned with each instrument must be shown separately in the Technical Bid. **Only one model can be quoted in a tender**.
- xv. Details of warranty offered should be clearly stated in the tender.
- xvi. Validity of the tender should be for a period of one year. Period of firmness of the quoted prices should be clearly stated in the offer
- xvii. Tenders insisting payment in advance either full or part for releasing the documents through bank are liable for rejection.
- xviii. The University level Purchase committee/Institute level purchase committee/ competent authority of Kerala Veterinary and Animal Sciences University reserves the right to accept/reject any or all the tenders at any time without assigning any reason.
- xix. Tenders must accompany a copy of the "List of equipments cum Eligibility Criteria and General Terms and Conditions" section of this document, signed and stamped on each page indicating that they agree to these conditions.
- xx. Successful tenderer on confirmation of the tender will have to furnish a security deposit of 10% of the total cost of the equipment and execute an agreement in Kerala Stamp paper worth Rs.200/-
- xxi. Withdrawal of tenders after its acceptance or failure to supply the equipments during the specified period will entail cancellation of the tender and purchase will be affected from elsewhere at the expense of the contractor. In such events, the Kerala Veterinary and Animal Sciences University reserves the right to remove the defaulters name from the list of Kerala Veterinary and Animal Sciences University suppliers permanently.
- xxii. The article should be of good quality, properly packed and in conformity with the item quoted in the tender. If the article is found to be inferior quality or not in conformity to the specification as per tender will be summarily rejected and the supplier will have to take back the material at his cost within 15 days of intimation.
- xxiii. In case when the successful tenderers having made partial supplies fail to fulfill the contract in full, all or any of the material not supplied will be purchased by means of tender quotation or negotiation or from the next lowest tenders who had offered to supply already and the loss if any, caused to the University together with such sum as may be fixed by the University towards the damages shall be recovered from the defaulting tenderers.
- xxiv. Apart from all these terms and conditions, specific terms as specified for each instrument must also be complied with.

# Note:

- 1. The warranty period for the equipment should be for a minimum period of two years from the date installation, unless otherwise specified. Additional 3 years AMC/CMC, should be included in the offer.
- 2. Should be an International Organization for Standardization (ISO) certified Company and the manufacturing products should comply with Indian/International standards.
- 3. The company should not have been under active/ blacklisting on the date of determination of tender by any Government organization.

- 4.Client list should be uploaded along with the offer (with all contact detail) and authentication of vendor's business record in the form of Income Tax return for, at least, of last 3 years
- 5. Validity of the tender: 1 year
- 6.For imported equipments authorized dealers should ensure prompt servicing of the equipment and must submit a certificate from the Principals stating that they are the sole dealers of the company's product in India.
- 7. The high quality imported products must be matched by high quality local support for installation and after sale. The Indian agent must have a team of Service Engineers, trained by foreign manufacturer, detailed service manuals and a stock of commonly required spares, consumables and small accessories.
- 8.For application support a local laboratory / agency's office should be available for periodic training, solving analysis problems, library of books and references. Periodic training is an essential requirement and Indian agent must arrange training in their own lab and in customer's lab.
- 9.Technical features described should be supported by original illustrated catalogue and web based support.
- 10. The rate quoted for the imported items should be for CIF, Kochi International Airport, depending on the place of supply of the equipment.

# 2. PREPARATION OF TENDER:

- i. The tender no., name of equipment and due date should invariably be mentioned.
- ii. The firms submitting tenders for equipments listed should fulfill the following minimum prequalification criteria.
  - 1. Minimum Average Annual Turnover of the bidder over the last three years shall be equivalent to or greater than *Rupees 22 lakhs*.
  - 2. Bidder shall be the manufacturer or authorized by the manufacturer for the Equipments quoted. Bidder (if not original manufacturer) shall provide authorization certificate from the manufacturer for dealing the product in India assuring service and maintenance.
  - 3. Bidder shall have supplied at least 3 numbers of equipment of similar configuration or higher in the last 3 years in India
  - 4. Should enclose Client list along with the offer (with all contact detail) and authentication of vendor's business record in the form of Income Tax return for, at least, of last 3 years
  - 5. Bidder shall have Original Equipment Manufacturer (OEM) trained technical staff stationed at Kerala for ensuring Proper after sales support. Specific contact details of such staff shall be furnished.
  - 6. Bidder shall provide at least 3 numbers of End-User Certificates showing satisfactory performance of equipment of similar configuration or higher for a period not less than one year in India, preferably in Kerala.
  - 7. Bidder should have a local laboratory or a training centre in India for immediate support
  - 8. The manufacturer shall be ISO certified and should be in the same business for the last 5 years

- 9. Valid documentary proof of GST registration number
- 10. Details of Income Tax registration (PAN)/ Aadhar card No
- iii.The proposals shall be submitted in two parts, viz. **Technical bid and Financial bid in** single cover since the tenders are invited under single cover system.
- iv. The specification contained in Annexure IV represents the minimum specifications for qualifying in the Technical Bid.
- v. The technical/financial proposal shall be opened in the presence of the tenderers or their representative who choose to attend. The prior information in this regard will be given to the qualified tenderers
- vi. Quoting merely the lowest price does not confer any right to any bidder for award of supply order. The University level/institute level Purchase Committee, reserves the right to select any bid under the grounds of specification compliance, technologically advanced quality, proven performance track record, brand reputation, service backup support, additional warranty, offer of additional / special features, compatibility with the existing System, Training, etc.
- vii. The soft copy of the printed literature and catalogue/brochure giving full technical details should be included with the technical bid to verify the specifications quoted in the tender must be uploaded.

**Note**: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

**Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

# **3. DELIVERY OF TENDER**

i. All tender documents should be addressed to **The Dean, College of Veterinary and Animal Sciences, Mannuthy** mentioned in Annexure I.

#### **4. OPENING OF TENDERS**

- i. Unless otherwise preponed, or postponed with advance intimation to the tenderers, tender will be opened as mentioned in appendix I on the date and time indicated in first page of the instruction sheet of this tender document.
- ii. The tenderers who wish to participate in the opening of the tenders may depute their representatives to the respective places as mentioned in Annexure I. on the respective due date, time and venue as indicated in the instruction sheet of this tender document with an authority letter addressed to the respective persons (Dean, CVAS, Mannuthy) which should be produced to the officers who are opening the tenders, on demand, to prove the bonafides of the representative who participates in the opening of the tender. In case the

representative of the tenderer fails to produce such an authority letter on behalf of the tenderer, he will be debarred from participating in the opening of the tenders.

iii. The tenderer's representative, who reaches the venue of the tender opening late, i.e. after the starting time specified for opening of the tenders, may not be allowed to take part in the tender opening. It should be noted that only one representative of each tenderer will be permitted to participate in the tender opening.

## **5. EVALUATION OF BIDS RECEIVED:**

- i. The Technical committee and Purchase committee has the full right to evaluate, segregate, rank the responsive bids and select the successful bidder for placement of the contract. Any decision by the Technical committee and Purchase committee in this regard will be final.
- ii. No legally enforceable right is vested in the quoted party merely because it was ostensibly the lowest bidder.

### 6. BID SECURITY

- i. Earnest money as mentioned in the document will be taken from the prospective bidders online
- ii. Suppliers registered with Store Purchase Department, Government of Kerala and Director General of Supplies & Disposals (DGS&D), National Small Industries Corporation (NSIC), Govt. approved sources are exempted. Tender without EMD will be considered unresponsive and rejected.

# 7. PERFORMANCE SECURITY

- i. A performance security of 10 per cent of the value of contract will be obtained from the successful bidder awarded the contract in the form of Bank guarantee from a commercial bank which should be valid for a period of 60 days beyond the completion of all contractual obligations of the supplier including warranty. Performance security will be forfeited and credited to the Institute in the event of breach of contractual obligation by the supplier, in terms of relevant contract.
- ii. Bid Security will be refunded to the successful bidder on receipt of performance security. The institute will pay no interest for the deposit.

**Online Payment modes**: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system.

**State Bank of India Multi Option Payment System (SBI MOPS Gateway)**: Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

1	Allahabad Bank	31	Karur Vysya Bank
2	Axis Bank	32	Kotak Mahindra Bank
3	Andhra Bank	33	Lakshmi Vilas Bank
4	Bandan Bank	34	Mehsana Urban Co-op Bank
5	Bank of Bahrain and Kuwait	35	NKGSB Co-operative Bank
6	Bank of Baroda	36	Oriental Bank of Commerce
7	Bank of India	37	Punjab & Maharashtra Cooperative Bank
8	Bank of Maharashtra	38	Punjab National Bank
9	Bassein Catholic Co-operative Bank	39	Punjab and Sind Bank
10	BNP Paribas	40	RBL Bank
11	Canara Bank	41	Saraswat Cooperative Bank
12	Catholic Syrian Bank	42	ShamraoVithal Cooperative Bank
13	Central Bank of India	43	South Indian Bank
14	City Union Bank	44	Standard Chartered Bank
15	Corporation Bank	45	State Bank of India
16	Cosmos Bank	46	Syndicate Bank
17	DCB Bank	47	Tamilnad Mercantile Bank
18	Dena Bank	48	Tamilnadu Cooperative Bank
19	Deutsche Bank	49	The Kalyan Janata Sahakari Bank
20	Dhanalaxmi Bank	50	TJSB Bank (Erstwhile Thane Janata Sahakari Bank)
21	Federal Bank	51	UCO Bank
22	HDFC Bank	52	Union Bank of India
23	ICICI Bank	53	United Bank of India

24	IDBI Bank	54	Vijaya Bank			
25	Indian Bank		YES Bank			
26	Indian Overseas Bank					
27	IndusInd Bank					
28	Jammu & Kashmir Bank					
29	Janata Sahakari Bank					
30	Karnataka Bank					
B) Internet Banking Options (Corporate)						
1	Bank of Baroda	21	Laxmi Vilas Bank			
2	Bank of India		Oriental Bank of Commerce			
3	Bank of Maharashtra		Punjab & Maharashtra Coop Bank			
4	BNP Paribas	24	Punjab & Sind Bank			
5	Canara Bank	25	Punjab National Bank			
6	Catholic Syrian Bank	26	RBL Bank			
7	City Union Bank	27	ShamraoVitthal Co-operative Bank			
8	Corporation Bank	28	South Indian Bank			
9	Cosmos Bank	29	State Bank of India			
10	Deutsche Bank	30	Syndicate Bank			
11	Development Credit Bank	31	UCO Bank			
12	Dhanalaxmi Bank	32	Union Bank of India			
13	Federal Bank	33	UPPCL			
14	HDFC Bank		Vijaya Bank			
15	ICICI Bank		Axis Bank			
16	Indian Overseas Bank					
17	JantaSahakari Bank					

18	Jammu & Kashmir Bank	
19	Karur Vysya Bank	
20	Kotak Bank	

During the online bid submission process, bidder shall select *SBI MOPS* option and submit the page, to view the *Terms and Conditions* page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely *SBI* and *Other Banks\** will be shown. Here, Bidder may proceed as per below:

- a. *SBI Account Holders* shall click *SBI* option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b. <u>Other Bank Account Holders</u> may click <u>Other Banks</u> option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

Any transaction charges levied while using any of the above modes of online payment has be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing "Success" during bid opening.

# 8. DELIVERY, INSTALLATION AND WORK COMPLETION

The delivery of the material will be made within stipulated time period as given in the Supply/work award letter otherwise will attract penalty. In case of imported item, the supplier/their Indian Agent will be responsible for delivery of the material from the place of discharge of material to final point.

# 9. PRICE AND DELIVERY

i. Prices are to be quoted *FOR DESTINATION* for Indian make equipment. The prices quoted should clearly indicate the following charges: Price of the equipment; Price of optional accessories if any, tax and other charges. We are exempted (regd. with DSIR) from payment of customs and excise duty for our procurements and hence prices quoted should be exclusive of these. If these details are not provided it will be considered that the price quoted is inclusive of all charges.

- ii. For imported equipment the prices quoted should be inclusive of CIF at Cochin International Airport. The Customs duty, Customs Clearance Charges and transportation charges from port to University shall be met by the University.
- iii. The prices quoted must be **FIRM** and preference will be given to such tenders. In exceptional cases (e.g. items involving substantial use of raw materials susceptible to sharp fluctuation in prices) if prices are quoted subject to variation it shall be on the basis of a **Standard Price Variation Formula** given along with the tender form and approved. The basis for calculation shall be very clearly stated. Here again preference will be given to the tenders with a specific ceiling on escalation.
- iv. All other charges including IGST/CGST/SGST, Excise Duty and other levies payable F.O.R. destination should be clearly indicated otherwise it will be presumed that the rates quoted are inclusive of all these charges and any extra charges claimed latter will not be paid.
- v. The Excise Duty component (with percentage) should be indicated, as the University is exempted from the payment of Custom/Excise Duty. Exemption will be availed by providing Custom/Excise Duty Exemption Certificate with order.
- vi. The Delivery Schedule, Payment Terms & Warranty/Guarantee etc must be clearly indicated in the technical bid. The charges for extended warranty and/or Annual Maintenance Contract after the expiry of offered warranty period should also be specified in the financial bid.
- vii. The manufacturers' printed literature/catalogue/drawing/user's list in respect of model of product being quoted should also be submitted with the offer.
- viii. In case the rates are being offered by the dealer/stockiest, a certificate from the manufacturer in original about the authorization of dealership/stockiest-ship and to quote rates on their behalf be furnished with the offer along with a certificate from the manufacturer that for the material supplied through the authorized dealer/stockiest, they will be responsible for its quality and guarantee/warranty.
- ix. The supply of items of approved specifications shall have to be made strictly as per given delivery schedule on placement of order, failing which the material may be rejected and returned at the expenses of the supplier.
- x. The firms shall be required to arrange demonstration of the offered item if required by the University. The supplier must ensure onsite training and wet lab training wherever necessary for method development, calibration, validation, application training to the concerned scientific staff of KVASU and day to day maintenance of the system.

# 9. PAYMENT

Proforma Invoice of the manufacturer should be enclosed along with complete terms & conditions. Payments to foreign suppliers are made by 100% for CIF by Letters of Credit opened by our bankers (State Bank of India).

The terms of payment for domestic suppliers will be 25% on Submission of Agreement and Performance security amounting to 10% of the value on the proforma invoice and balance 75% after successful installation report. However, in exceptional conditions from case to case University will adopt appropriate stand for mode of payment.

#### **10. WARRANTY**

Any defective goods should be replaced or repaired by the supplier free of charge. Delivery of goods and it's installation during part repair/replacement should be free of charge. A warranty certificate declaring these points must be supplied with the technical bid.

### **11. MAINTENANCE CONTRACT**

Provision for three years warranty period and AMC should be specified.

The instrument or machinery is maintained free of charge by the supplier during warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter. If the supplier fails to deliver the goods and / or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% (half percent) of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance. The maximum limit of such deduction will, however, be 10% (ten percent) of the contract price of the delayed goods or services.

#### 12. GOODS AND SERVICES TAX REGISTRATION CERTIFICATE

Tender applications must be accompanied by duly attested copy of the Goods and Services Tax registration declaration to the effect that the firm is registered under the Department of Goods and Service tax.

# **13. INCOME TAX**

Copy of the latest income tax clearance certificate and a copy of PAN should be provided.

### 14. CUSTOM DUTY & EXCISE DUTY EXEMPTION

Our Institute is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing customs duty exemption. The certificates will be made available.

#### **15. INSURANCE**

The goods supplied shall be fully insured in Indian rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.