



PONDICHERRY UNIVERSITY

**e-Tender document for supply of Inductive
Coupled Plasma Atomic/Optical Emission
Spectrometer (ICP-AES/OES) along with
Essential Accessories under Buyback**

**Under UGC SAP-DRSII
Department of Earth Sciences
Pondicherry University**

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TERMS AND CONDITIONS (UNDER TWO BID OCBS SYSTEM)

I. Instructions to the Bidder:-

1. Purchase of Tender Document

The Tender document can be downloaded from the website <https://eprocure.gov.in/eprocure/app> Tender Ref. No. PU/ES/SAP-DRSII/2019-20, Tender ID:2019_PU_532059_1

2. Tender fee and EMD to be submitted

S.No	Equipment	Tender fee (Rs)	E.M.D (Rs)
1.	Inductive coupled plasma atomic/optical emission spectrometer (ICP-AES/OES) under buyback offer with existing ICP-AES (Model: JY ICP Ultima 2)	2,500/-	Rs.1,00,000

3. Schedule of Tendering:

- a) Last date for online bid submission : 20th January 2020 at 3.00 pm
- b) Last date of submission of EMD by post : 20th January 2020 at 3.00 pm
- c) Date & time for technical bid opening : 21th January 2020 at 3.00 pm
- d) Date & time for Price bids opening : 30th January 2020 at 3.00 pm
(only technically qualified bidders)

4. Submission of Tender Document

Tender (technical bid and price bid separately) must be submitted through CPP Portal addressed to “The Co-ordinator, UGC SAP DRSII, Department of Earth Sciences, Pondicherry University, R.V.Nagar, Kalapet, Puducherry – 605 014, India” positively before the scheduled time.

5. Payment of EMD & Tender fee:

The Tender must be accompanied with EMD (refundable) and Tender document fee (non-refundable), as stated above, by means of a separate Demand Drafts, in favour of the “Finance Officer, Pondicherry University”, payable at Puducherry. It must reach on or before 20-01-2020 by post at the following address “The Co-ordinator, UGC SAP DRSII, Department of Earth Sciences, Pondicherry University, R.V.Nagar, Kalapet, Puducherry – 605 014, India”

6. Quoting the Core price & Tax, Duties, Discount etc.

The taxes / duties / discounts, if applicable, are to be explicitly and separately shown in the bid and under no circumstances these components shall be added to the basic price and shown as single price. All the components of taxes, if applicable, should be shown explicitly and separately.

Price quoted for ICP-AES/OES with spares, Essential Accessories and Buyback offer shall only be considered for financial bid evaluation

7. Electrical Power

All equipment must operate at 220V/50Hz single phase or equivalent three phase electrical power.

8. The validity of the Quotation

The validity of the quotation should be for at least 180 days from the opening date of the tender.

9. Late Bids

The offers will not be considered if received after the bid closing date and time.

10. Invalid quotes

The offers received through telex / tele-fax / e-mail/ unsealed or open cover will not be accepted by the University under any circumstances.

11. No unsolicited correspondence

No unsolicited correspondence shall be entertained after the submission of the offer.

12. Purchase Agreement

If an order is placed with the firm, the purchase shall be governed by an agreement as per the University rules in force at the time.

13. Additions in terms and conditions

Additional terms and conditions will be incorporated in the purchase order, if needed, to safe guard the interests of the University.

14. Non-transferable

Tender is not transferable.

15. Power to reject the offer

Any offer containing incorrect and incomplete information shall be liable for rejection.

Pondicherry University reserves the right to accept / reject any offer in full or in part or accept any offer other than the lowest offer without assigning any reason thereof. *However, deficiencies on any one or, more of the following crucial criteria will be a material factor, for consideration other than the Lowest Quotation:-*

- a) *Total Number of installations of the similar Equipment in the premier Research/Academic Institutes in India.*
- b) *Availability of Service Network in India, especially in Chennai or Bengaluru*
- c) *Valuable feedback from the present users about the performance, service support, accuracy of result, etc.*
- d) *Any other techno commercial information which is deemed fit to be important in the*

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opinion of the University.

- e) *Pondicherry University reserves the right to cancel the tender at any stage without assigning any reason*

II. Price Schedule

16. The bidder who is capable of supplying the entire solutions for the instrument quoted as per the list of ITEMS mentioned in the schedule, alone need to submit their quotation.
17. The rates should be quoted for single units.
18. The price should include the delivery and installation at the Department of Earth Sciences, Pondicherry University, Puducherry and training charges (if any).
19. In price bid no other documents like technical manuals, number of installations, Customer list etc. must be there. All such documents must be enclosed in the technical bid.

III. Eligibility

20. The firm must have the requisite domain expertise with regard to supply, installation and post-sale service of the items they are quoting.
21. The firm should have been in existence for at least **six years** as on the date of this document and must have sufficient number of installations at least three orders of the similar equipment in the premiere Research/academic institutes in India.
22. The feedbacks from the present users of the similar equipment about the performance, service support, accuracy of result, etc. are to be submitted along with the Tender Document.
23. The firm should have nation-wide Service Network all over India, especially in Chennai or Bengaluru.
24. Any other techno commercial information, pertaining to this particular Equipment, principal suppliers, technical background and capability, local agents, background on Scientific Equipment Business, etc. may also be appended along with testimonials and documentary proof.

IV. Conditions of Contract

25. The offer must be in English. The rates should be indicated both in figures and words against item specified in the given Annexure. The price be quoted in Indian Rupees or Foreign currency
26. The total cost should be quoted for FOB as well as CIF – Pondicherry University, Puducherry.
27. The price quotes under FOB and CIF should also include the expected installation cost in the University Laboratory at Puducherry and also cost of consumables which are required for the main equipment for initial operation upto a reasonable period
28. In case of the Principal supplier of Foreign country is unable to meet the conditions stated at para no.4, the local agent / dealer should fulfill the above said conditions in respect of Local Insurance, Freight, safety transport and installation, etc.

29. The prices quoted shall remain firm until equipment is supplied to the Department of Earth Sciences, Pondicherry University, Puducherry.
30. The University has been granted the benefit of exemption from the payment of the Central Excise Duty and Customs Duty by the Department of Scientific and Industrial Research (DSIR), India, vide their Notification No.10/97 dt.01-03-1997 and 51/96 dt. 23.07.96 respectively.

In respect of

- a. Scientific and technical instruments, apparatus, equipment including computers.
- b. Accessories and spare parts of goods specified in (a) above and consumables.
- c. Computer software, compact disks, CD ROM, Recording magnetic tapes, microfilms, micro-chips etc.
- d. Prototypes.

Customs duties at Indian port, if any, will be to the account of the University.

31. Infra-structural, power and any other requirement for satisfactory installation and commissioning of the whole system must be provided, at least 30 days in advance of the installation to be commenced. All drawing for electrical connections, electrical safety items piping work etc. must be provided in detail.
32. Complete technical specifications and literature, including process flow, to be included with the quotation. Manufacturers of various major parts/equipment must be mentioned explicitly.
33. A clear statement regarding availability of after-sales service and availability of spare-parts for next 10 years should be included.
34. Please give a recent customer list (within last five years) with contact details including email address.
35. If the tenderer have an authorized representative/agency in India, the technical ability of the agency to take care of the problems in the system, if developed later within the warranty and outside the warranty period has to be provided clearly. The responsibility of the Indian agent also must be clearly specified.
36. The bidder from abroad shall obtain, if required, export permission from the appropriate authorities in his country or the country of origin for items to be shipped to India in case of items to be imported. The University shall provide necessary information if required for this purpose
37. The bidder from within India shall obtain the requisite approval for Imports etc., if required.
38. **Warranty:** The material covered under the purchase order, when installed, shall be warranted for the quality, workmanship, trouble free operation and performance for a period of **at least 36 months from the date of installation and operationalization of the equipment** at the Pondicherry University, or **at least 42 months** from the date of receipt of the last lot of the consignment. (A signed Bidder's Warranty as per **Annexure – I** has to be submitted along with the Bid Document)
If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges including shipping cost both ways.

39. Payments terms:

Normally a letter of Credit will be opened for 100% FOB/CIF price on receipt of order acknowledgement. However, 90% of the LC amount will be paid after receipt of the proof of the shipment of the consignment with necessary documents as per the purchase order.

Balance of 10% of the LC amount shall be made after satisfactory installation and commissioning and against submission of the Installation & commissioning certificate, duly accepted by the purchaser, and **a performance bond of 10% of the total contract / purchase value in the form of bank guarantee (obtained from Nationalized Bank of India) for the duration of the Warranty period.** (Refer Annexure – II for Bank Guarantee Format).

Bank charges in India shall be borne by the purchaser and outside India shall be borne by the contractor /supplier.

40. No Agency commission will be paid to any authorized agent in India.

41. In case of any dispute in respect of the tender, all legal matters shall be instituted within the jurisdiction of the place where the purchaser ordinarily resides

42. Liquidated damages: Timely supply of the ordered items, installation, commissioning (wherever is applicable) and training etc. is the essence of the contract. In case of failure to supply within the time specified in the Purchase order, a penalty/LD of 0.5% of the total value per week or a part thereof shall be levied subject to a maximum of 7.5% in respect of items which are not supplied. The decision of Pondicherry University shall be final in this regard.

43. The training should be provided by the firm on the specimen and operation of the equipments for a minimum period of three weeks from the date of installation with an expert team for two persons.

For any clarification with respect to technical specifications, please contact..

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For any CPP Portal clarification,
eProcurement Cell, Chief Secretariat,
Puducherry – 605 001

Tel: 0413-2233262 / 2220225

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Checklist is to be submitted along with the Technical bid

		To be submitted by the firm	To be verified by the Pondicherry University
1	Name of the firm and address		
2	Two sealed covers (Technical bid/ Commercial bid)		
3	Earnest Money Deposit (EMD)	Name of the bank:	
		Amount:	
		Date:	
4	Tender Document Fee	Name of the bank:	
		Amount:	
		Date:	
5	GST Registration Copy		
6	Income Tax Returns details for the last three years.		
7	Letter of Authorization from the Original Equipment Manufacturer (OEM) Distributor		
8	Tenderer should be in the business of similar products atleast for 6 years as on the date of submission of the bid. Proof to be submitted		
9	A list of customers with contact details to whom supply were made during last 3 years may be furnished		
10	Name of the service engineer to be deployed and his Contact No.	1. Name & Cell No.	

Signature of the authorized person of the firm

Committee Members:

Descriptions & Technical Specifications of Instrument

Name of the Equipment:

INDUCTIVELY COUPLED PLASMA ATOMIC/OPTICAL EMISSION SPECTROMETER (ICP- AES/OES)

1. Specifications Details: ICP AES/OES with spares

Description:

Inductively Coupled Plasma Atomic/Optical Emission Spectrometer (hereafter referred to as 'equipment') for analysis of elemental concentration in major, minor and trace levels in geological samples. The analysis of rare earth elements is particularly very important. The spectrometer should provide optimum performance for rare earth element and other elements as per details specifications listed below.

Type:

The equipment should be a fully PC-controlled. It should be able to sequentially **or** simultaneously perform measurement across the entire spectrum both UV and visible and should have dual view (radial and axial) configuration. The ICP should be able to measure the analyte and background signal in single spectrum and do background correction simultaneously.

Spectrometer: The instrument should have

1. Echelle based monochromator **or** polychromator with optical resolution of 0.007nm or better at 200nm.
2. Continuous wavelength range from **167-780 nm or wider**.
3. The system should include complete dual viewing optics under computer and software control. All wavelength needed should be operable in radial, axial or mixed viewing modes in a single run.
4. Suitable gas purge system to be provided for operation of spectrometer below 190nm.
5. The spectrometer should cover the entire range of elements.

Detector:

1. Instrument should be equipped with detector based on CCD/CID/ PMT technology to take care of the entire wavelength range along with automatic dark current correction.
2. The system shall measure sequentially **or** simultaneously elements within wavelength range and shall have simultaneous background correction system and should be capable of analysis with 10 ppb or better sensitivity for each element.
3. The detector should be hermetically sealed.
4. It should have an efficient facility for semi quantitative full scan analysis of unknown sample.

Radio frequency unit:

1. Free running solid state RF generator (adjustable) must run at frequency of 27 MHz or 40 MHz with power output range of 750-1500 watts or higher and can be continuously varied.
2. Provision for hot air exhaust and cooling the RF coil to be provided.
3. Chiller-circulator for cooling the high frequency coil and other parts should be from the original manufacturer of imported origin and should be supplied by the manufacturer of ICP-AES/OES along with main equipment.

Sample Introduction system and gas flow controller:

1. Four or more channel peristaltic pump with a sprint valve/switching valve system or better system as a default feature for reducing rinse delay and sample uptake time.

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2. Auto-sampler with at least 150 samples vial capacity including peristaltic pump and rinse station
3. The sample tube should be designed for zero contact by sample on tube to eliminate memory effect. The tube size of sample tube should be 3mm.
4. The flow rate should be between 0.5 - 5.0 ml/min or better and will have flexibility to add internal standard online.
5. All the plasma related gas flow should have independent computer controlled variable mass flow controllers on them including plasma, auxiliary and nebulizer gas.
6. System should have Argon gas consumption of 16 Liter/min or lower.
7. The torch and sample tube should be demountable type.
8. System should be offered with Hydride/vapor generation system for hydride forming elements e.g. As, Hg.
9. Sampling Kits for aqueous must be offered as standard.

Computer software:

System software: The instrument system software shall be based on the Windows operating system. The software shall provide full control of all instrument functions including plasma ignition, gas flows, viewing position, and monitoring of safety interlocks. The instrument should have Library of More than 50,000 wavelengths of elements with indication of preferred line for each element. It should feature automatic identification of possible spectral interferences when selecting wavelengths for analysis and should have search mode for identification of unknown wavelengths.

Spares:

Spares and consumables for **3 years operation** to be provided, including **spare demountable torch assembly, 2 Nos. of spray chamber, 2 Nos. of concentric nebulizer and 1 No. of RF coil.**

2. Essential Accessories:

Vendors should quote following with main equipment

1. Appropriate fume extraction system including exhaust fan for the ICP system and its installation.
2. Filled Argon gas cylinders (04 Nos.) with double stage gas pressure regulator, Gas Manifold,
3. Nitrogen generator: To provide Nitrogen gas of adequate purity and quantity for purging optics of the ICP Spectrometer, **if required.**
4. Required capacity of UPS – Numeric power system made with minimum 60 minutes backup and should be provided by the supplier.
5. Appropriate latest Computer with 64 bit, 1 TB, sufficient USB port, Ethernet port, 5GB RAM 24" Monitor, Keyboard, Mouse and HP Laserjet B/W printer.
6. Multi Element Standards of 1000ppm in 100mL with NIST traceability certificate containing all transition elements, alkali elements, alkaline earth elements and Single element standards of 1000ppm in 100ml for at least 20 elements including rare earth elements, As, Au (with a shelf life of minimum 2yrs from the date of supply).

3. Optional items:

Vendors should quote following separately

The sample introduction Organic Kit & HF kit with proper spray chamber, torch, tubing's and nebulizer applicable for diversified Applications should be quoted separately.

Annual Maintenance Charges (AMC): The annual maintenance charges **for three years after the expiry of warranty period** to be mentioned.

Warranty: Comprehensive warranty including parts of ICP-OES system and accessories excluding consumables for the **period of three years** from the date of complete installation and acceptance.

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Demonstration of technical and performance specifications of the equipment quoted to the university's representative at Vendor's Lab/Customer's place will be a part of the selection decision criteria.

Other conditions:

1. Vendor should provide a List of Users of equipment, similar to the one quoted, installed during the past five years along with their contact information (address, telephone number, email etc.)
2. Details of competent service engineers and offices in India to be furnished
3. Preference will be given to the equipment vendor whose service office is located within 300 km from Pondicherry, especially in Chennai or Bangaluru.
4. Preference will be given to the equipment manufacturer directly represented in India

The tender bid will be evaluated on **Quality and Cost Based Selection (QCBS) method**.

BIDDER'S WARRANTY

The Registrar, Pondicherry University, Puducherry invited Bid Document for Supply of Sophisticated Instruments at Department of Earth Sciences, Pondicherry University and M/s. _____

There in after referred to as "The Bidder" having carefully studied all the bid documents, Specifications, etc. accompanying the tender for supply of the _____ (Name of the Instrument) and desirous to submit the bids as per the Tender Document advertised vide Notification-Tender No. /.....dated.....

DO HEREBY WARRANTY THAT

1. The bidder is familiar with all the requirements of the bid documents.
2. The bidder has investigated the site and satisfied, he regarding the character and scope of the work and local conditions that may affect the supply or it's Performance.
2. The bidder is satisfied that the supply can be performed and completed as required in the contract.
4. The bidder accepts all risk directly or indirectly connected with the performance of the contract.
5. The bidder has had no collusion with other contractors, with any of the men of Pondicherry University, Puducherry, or with any other person in preparation of the bid.
6. The bidder has not been influenced by any statement or promise of the Officials of Pondicherry University, Puducherry but only by the bid documents.
7. The bidder is financially solvent.
8. The bidder is experienced and competent to perform the contract to the satisfaction of the Co-ordinator, Department of Earth Sciences, Pondicherry University, Puducherry.
9. The statements submitted with the bid are true.
10. The contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
11. All the terms & conditions of the Supply Order will bind the bidder once his quote is accepted and supply order issued.

Signature of the Bidder

BANK GUARANTEE

Pondicherry University
Bharat Ratana Dr. B R Ambedkar Administrative
Building R Venkataraman Nagar
Puducherry 605 014

This guarantee made on this _____ day of _____ 201_ by _____ Bank having its Registered Office at _____ and one of its branches at _____ (hereinafter referred to as “the Guarantor” which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) in favour of the Pondicherry University, Puducherry 605 014 represented by its Registrar, having his office at R. Venkataraman Nagar, Kalapet hereinafter referred to as the “University” which expression shall include his successors in office for an amount not exceeding Rs. _____ (Rupees _____ only) at the request of M/s. _____ (more fully described here under)

2. Whereas the University has placed work Order No:PU/_____ dated _____ for _____ with M/s. _____ having its office at _____ and hereinafter referred to as the “Contractor” which expression shall include their successors and assigns.

And whereas the Contractor has accepted and agreed to execute the work as per the work order as per undertaking /agreement dated _____ within the time stipulated and in the manner specified therein.

And whereas the University has called upon the Contractor to furnish Bank Guarantee for the sum of Rs. _____ (Rupees _____ only) for fulfilment of the said work as specified in the work order and as agreed to by the Contractor.

And whereas the Contractor has requested the Guarantor herein to furnish an irrevocable and unconditional Bank Guarantee in favour of the University for an amount of Rs. _____ as guarantee towards execution of the work as agreed to by the contractor to the University.

3. Now, therefore, we _____ Bank, the Guarantor herein, do hereby irrevocably and unconditionally Guarantee the payment to the University the sum not exceeding Rs. _____ (Rupees _____ only) in the event of any breach, failure, neglect or inability on the part of the Contractor in the execution of the said work, on demand without reference of the matter to the Contractor and without any prior consent of the Contractor, at all times throughout the period of execution of the work, without demur, cavil or argument or delay.

4. The Guarantor agrees and undertakes that the decision of the University as to whether the contractor has committed any breach of the obligation with respect to the work to be executed, and the quantum of amount therefore payable by the Contractor to the University in that regard, shall be final, binding and conclusive as against the Guarantor and the Guarantor shall make payment accordingly, on demand by the University.

5. The Guarantor further agrees and undertakes to pay to the University the amount demanded by the University irrespective of and notwithstanding any dispute raised by the

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Contractor in any suit or proceeding before any judicial forum relating to the Contracted work and the Guarantor's liability under this Guarantee shall be absolute and unequivocal.

6. This Guarantee is issued subject to the condition that the liability of this Guarantor under this guarantee is limited to the maximum of Rs. _____ (Rupees _____ only) and the guarantee shall remain in full force up to _____ and cannot be invoked otherwise than by a written demand or claim by the University for the payment of the said amount by the Guarantor on or before _____ or any extended date as decided by the University.

7. This University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the contracted work or to extend time for performance of the work by the Contractor. Any change to the contracted work shall not in any way release the Bank (Guarantor) from liability under this Guarantee and we waive notice of any such change. The University shall have full liberty to forbear or enforce any of the terms and conditions of the contracted work.

8. This Guarantee shall not be affected by any legal limitation, disability or other circumstances relating to the Contractor or the Guarantor.

9. This Guarantee shall be valid for the period up to _____ and shall extend further and beyond _____ for such period as determined by the University.

10. The Guarantor undertakes not to revoke this guarantee except with the previous consent of the University in writing.

11. Notwithstanding anything contained herein:

- Our liability under this guarantee shall be limited to Rs. _____ (Rupees _____ only)
- This guarantee shall be valid up to _____ and for such further period as determined by the University for fulfilment of the contract.
- We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ or such extended period /date.

In witness whereof, this Guarantee has been executed by _____ for an on behalf of the Bank (Guarantor) on the day, month and year first above written.

SIGNATURE AND SEAL

NAME OF THE BANK (GUARANTOR):
ADDRESS: