

## NOTICE INVITING TENDER (E-PROCUREMENT MODE)

### NATIONAL INSTITUTE OF TECHNOLOGY, DURGAPUR

MAHATMA GANDHI AVENUE

DURGAPUR –713 209, WEST BENGAL, INDIA

FAX: +91-343-2547375 E-mail: [manoj.ozha@ees.nitdgp.ac.in](mailto:manoj.ozha@ees.nitdgp.ac.in); Website: [www.nitdgp.ac.in](http://www.nitdgp.ac.in)

Contact No.: 9434789042

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| <b>NOTICE INVITING TENDER NO.: NITD/EES/LM/2019-20/01</b> | <b>Date: 24/10/ 2019</b> |
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National Institute of Technology Durgapur is in the process of purchasing following item(s) as per detail given as under.

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| <b>Items</b>  | To supply <b>SUCTION LYSIMETER</b> (01), at the Department of Earth and Environmental Studies, NIT Durgapur.  |
| <b>Earnest Money Deposit to be submitted</b>                  | <b>INR 2000.00</b>  |
| <b>Installation and Commissioning</b>                         | <b>Required</b>   |
| <b>Warranty</b>   | 1 year  |
| <b>Performance Security/ Performance Bank Guarantee (PBG)</b> | The successful bidder must submit before release of payment a valid bank guarantee on any nationalized bank amounting <b>5%</b> of the order value towards Performance Security with full warranty period +60 days. |

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled / registered in e-procurement should enroll / register before participating through the website <https://eprocure.gov.in/eprocure/app/>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

Tenderers can access tender documents on the website (For searching in the CPPP site, kindly go to Tender Search option and type 'NIT'. Thereafter, Click on "GO" button to view all NIT Durgapur tenders). Select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <https://eprocure.gov.in/eprocure/app/> as per the schedule given in the next page. No manual bids will be accepted. **All quotation (both Technical and Financial should be submitted in the E-procurement portal).**

# **SCHEDULE**

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| Name of Organization  | <b>National Institute of Technology</b>  |
| Tender Type (Open/Limited/EOI/Auction/Single)                                 | Open   |
| Tender Category (Services/Goods/works)  | Goods  |
| Type/Form of Contract (Work/Supply/<br>Auction/Service/Buy/Empanelment/ Sell) | Buy  |
| Source of Fund (Institute/Project)  | Institute  |
| Is Multi Currency Allowed   | NO   |
| Date of Issue/Publishing  | 24/10/2019 (18.00 Hrs.)  |
| Document Download/Sale Start Date   | 24/10/2019 (18.00 Hrs.)  |
| Bid Submission Start Date   | 01/11/2019 (17.30Hrs.)   |
| Document Download/Sale End Date   | 15/11/2019 (18.00 Hrs.)  |
| Date for Pre-Bid Conference   | 31/10/2019 (12:15Hrs.)   |
| Venue of Pre-Bid Conference   | Department of EES, NIT Durgapur  |
| Last Date and Time for Uploading of Bids                                      | 15/11/2019 (17.30Hrs.)   |
| Date and Time of Opening of Technical Bids                                    | 18/11/2019 (11.00 Hrs.)  |
| Tender Fee  | Rs. NIL /- (For Tender Fee)  |
| EMD   | Rs. 2000.00  |
| No. of Covers (1/2/3/4)   | 02   |
| Bid Validity days (180/120/90/60/30)  | 90 days (From the date of opening of price bid)  |
| Address for Communication   | Dr. Manoj Kumar Ozha,<br>Assistant Professor,<br>Department of Earth and<br>Environmental Studies,<br>NIT Durgapur,<br>Durgapur – 713209 |
| Contact No.   | 9434789042   |
| Email Address   | manoj.ozha@ees.nitdgp.ac.in  |

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| <b>NOTICE INVITING TENDER NO.: NITD/EES/LM/2019-20/01</b>  | <b>Date: 24/10/2019</b> |
| Sub: NOTICE INVITING E-TENDER FOR “SUPPLY OF A “ <u>SUCTION LYSIMETER</u> (01)” UNDER NON-RECURRING HEADS (35.05.06), NITD |                         |

## Invitation for Tender Offers

National Institute of Technology Durgapur invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment/item Manufacturer) OR OEM Authorized Dealer for SUCTION LYSIMETER with (warranty period as stated) on site comprehensive warranty from the date of receipt of the material as per terms & conditions specified in the tender document, which is available on CPP Portal <http://eprocure.gov.in/eprocure/app>

## TECHNICAL SPECIFICATION:

| Item                     | Quantity | Specification  |
|--------------------------|----------|--|
| <u>SUCTION LYSIMETER</u> | 01       | <ul style="list-style-type: none"><li>• Soil water sampler able to extract soil water samples from different depth. The complete set should contain 6”, 12”, 24” and 36” long samplers each with suction line, stopper, and suitable finger clamp.</li><li>• Suitable hand vacuum pump with gauge and tubing adapter for putting the tube under vacuum.</li><li>• Suction syringe</li></ul> <p><b>ACCESSORIES:</b></p> <ul style="list-style-type: none"><li>• Clean Silica Sand : 5kg packed in bag</li><li>• Coring tool: 1”dia, 1m long with handle</li></ul> |

**Validity of quotation required:** 90 days

**Warranty:** One Year

**Delivery Period:** 30 days from the date of placement of purchase order

**Payment:** 100 % on successful delivery within 6 weeks.

**Place of Delivery:** Department of Earth and Environmental Studies, NIT Durgapur, Durgapur - 713209

A complete set of tender documents may be downloaded by prospective bidder free of cost from the website [https://eprocure.gov.in/eprocure/app /](https://eprocure.gov.in/eprocure/app/).

**Documents to be submitted in the Technical Folder:**

1. Digitally signed copy of the filled in Notice Inviting Tender (NIT)
2. Detailed technical specifications and literature/ drawings/ manuals of the goods/ services have to be supplied,
3. Authorized dealership certificate from the original manufacturer, if applicable,
4. Scanned copy of EMD.
5. Warranty Period (01 year)
6. Credentials and list of organisations with proof where the bidder supplied similar items.
7. List of other important documents (OID)

| Sl. No. | Category               | Sub Category  | Sub Category Description  |
|---------|------------------------|---|---|
| 1       | Certificate Details    | GST Registration Certificate                                      | GST Registration Certificate  |
|         |                        | Partnership Deed (If applicable)                                  | Partnership Deed  |
|         |                        | Permanent Account Number  | Permanent Account Number Details  |
|         |                        | Power of Attorney (If applicable)                                 | Power of Attorney   |
|         |                        | Registration Certificate  | Trade license certificate/shops & establishments certificate, PAN card, Certificate of incorporation (if applicable) etc. If trade license for FY (18-19) is not available till last date of submission, then self-attested stamped copy of renewal receipt from concerned municipality along with last FY (17-18) trade license is to be provided (both offline & online). This is provisional only. |
| 2       | Financial details      | Audited profit and loss Account & Balance Sheet for last 02 years | Audited profit and loss Account & Balance Sheet for last 02 years   |
| 3       | Purchase Order Details | Purchase Orders   | Purchase Orders   |
| 4       | Work Details           | Work Completed Certificate Copies                                 | Work Completed Certificate Copies.  |

## Terms & Conditions Details

| Sl. No. | Particulars / Specification  |
|---------|--|
| 1       | <b>Due date:</b> The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be considered.  |
| 2       | <b>Preparation of Bids:</b> The offer/bid should be submitted in <b>two bid systems (i.e.) Technical bid and financial bid</b> . The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format. The Technical bid and the financial bid should be submitted Online.   |
| 3       | <b>EMD (if applicable):</b> The bidder should submit an EMD amount through <b>Demand Draft in favour of “NIT Durgapur”, payable at Durgapur, in any nationalized bank</b> . The draft should be send to the indenter before the “date and time of Opening of Technical Bids”.<br>The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful bidders after the award of contract. Earnest Money Deposit (EMD / Bid Security (BS) has to be submitted by bidders except those who are registered with National Small Industries Corporation (NSIC)/ Ministry of Micro Small Medium Enterprises or as per GFR 2017 guidelines. However, this certificate should be for manufacturing of the item indented and not for selling items manufactured by other firms. The certificate should be valid up to bid the bid validity.   |
| 4       | <b>Refund of EMD:</b> The EMD will be returned to unsuccessful bidders only after the tenders are finalized. In case of successful bidder, it will be retained till the successful and complete installation of the equipment/item.  |
| 5       | <b>Opening of the tender:</b> The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received along with EMD (if any) will be opened as mentioned at “Annexure: Schedule” in presence of representative each bidder if available. Only one representative of each bidder will be allowed to participate in the tender opening. Bid received without EMD (if present) will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification. The bidders if interested may participate on the tender opening Date and Time. The bidder should produce authorization letter from their company to participate in the tender opening.  |
| 6       | <b>Acceptance/ Rejection of bids:</b> The Committee reserves the right to reject any or all offers without assigning any reason.   |
| 7       | <b>Pre-qualification criteria:</b><br>(i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original equipment/item manufacturer (OEM) on the same and specific to the tender should be enclosed.<br>(ii) An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II)<br>(iii) OEM should be internationally reputed Branded Company.<br>(iv) Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.<br>(v) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.<br>(vi) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. |
| 8       | <b>Performance Security/ Performance bank Guarantee (PBG):</b> The supplier shall require to submit the performance security in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated in the tender document, within 21 days from the date of receipt of the purchase order/LC and should be kept valid for a period of 60 days beyond the date of completion of warranty period or the same will be deducted from the bill/ invoice before payment is made. The same will be released on application by the supplier after the said interval (full warranty period + 60 days).  |
| 9       | <b>Force Majeure:</b> The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.  |

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|    | <ul style="list-style-type: none"> <li>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 limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</li> </ul> <p>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 its 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.</p>  |
| 10 | <b>Risk Purchase Clause:</b> In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.  |
| 11 | <b>Packing Instructions:</b> Each package will be marked on three sides with proper paint/indelible ink, the following: <ol style="list-style-type: none"> <li>Item Nomenclature</li> <li>Order/Contract No.</li> <li>Country of Origin of Goods</li> <li>Supplier's Name and Address</li> <li>Consignee details</li> <li>Packing list reference number</li> </ol>  |
| 12 | <b>Delivery and Documents:</b><br>Delivery of the goods should be made within a <b>maximum of 30 days from the date of placement of purchase order</b> . Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company: <ol style="list-style-type: none"> <li>4 Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;</li> <li>Insurance Certificate if applicable;</li> <li>Manufacturer's/Supplier's warranty certificate;</li> <li>Inspection Certificate issued by the nominated inspection agency, if any</li> <li>Supplier's factory inspection report; and</li> <li>Certificate of Origin (if possible by the beneficiary);</li> <li>Two copies of the packing list identifying the contents of each package.</li> <li>The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.</li> </ol> |
| 13 | <b>Delayed delivery:</b> If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty 1% per week and the maximum deduction is 10% of the contract value / price.  |
| 14 | <b>Prices:</b> <ol style="list-style-type: none"> <li>The contract shall be for the full quantity as described above</li> <li>All duties, entry taxes, transport, insurance and other levies payable by the contractor under the contract shall be included in the total price <b>F.O.R. NIT Durgapur</b>.</li> <li>The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustments on any account.</li> <li><b>The Prices should be quoted in Indian Rupees only.</b></li> <li><b>The base price includes all type of prices except GST, Custom Duty, and Excise duty, etc.</b></li> </ol>  |
| 15 | <b>Notices:</b> For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.<br><b>Purchaser</b><br>Dr. Manoj Kumar Ozha<br>Assistant Professor,<br>Department of Earth and Environmental Studies,<br>National Institute of Technology, Durgapur – 713209<br><br><b>Supplier:</b> (To be filled in by the supplier)  |

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|    | <b>(All supplier's should submit its supplies information as per Annexure-II).</b>  |
| 16 | <p><b>Progress of Supply:</b> Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:</p> <ol style="list-style-type: none"> <li>1. Quantity offered for inspection and date;</li> <li>2. Quantity accepted/rejected by inspecting agency and date;</li> <li>3. Quantity dispatched/delivered to consignees and date;</li> <li>4. Quantity where incidental services have been satisfactorily completed with date;</li> <li>5. Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;</li> <li>6. Date of completion of entire Contract including incidental services, if any; and</li> <li>7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).</li> </ol>   |
| 17 | <p><b>Resolution of Disputes:</b> The dispute resolution mechanism to be applied pursuant shall be as follows:</p> <p>In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration &amp; Conciliation Act, 1996. The dispute shall be referred to the Director, National Institute of Technology Durgapur and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him and willing to act as such Arbitrator. The award of the said arbitrator so appointed shall be final, conclusive and binding on all parties to this order.</p> <p>In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.</p> <ul style="list-style-type: none"> <li>• The venue of the arbitration shall be the place from where the order is issued.</li> </ul> |
| 18 | <b>Applicable Law:</b> Settlement of any dispute will be made under the jurisdiction of Durgapur Court.   |
| 19 | <p><b>Right to Use Defective Goods</b></p> <p>If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.</p>  |
| 20 | <p><b>Supplier Integrity</b></p> <p>The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.</p>  |
| 21 | <b>Training: Not required</b>   |
| 22 | <p><b>Installation &amp; Demonstration: Not Required</b></p> <p>In case of any mishappening/damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. Supplier will settle his claim with the insurance company as per his convenience. NIT Durgapur will not be liable to any type of losses in any form.</p>  |
| 23 | <p><b>Insurance:</b> For delivery of goods at the purchaser's premises, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. The insurance shall be valid for a period of not less than 3 months after installation and commissioning.</p>   |
| 24 | <p><b>Incidental services:</b> The incidental services also include:</p> <p><input type="checkbox"/> Furnishing of 01 set of detailed operations &amp; maintenance manual.</p>  |
| 25 | <p><b>Warranty:</b></p> <p>(i) Warranty period shall be from date of installation of Goods at the NIT Durgapur site of installation. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.</p> <p>(ii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this</p>   |

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|    | <p>warranty. Upon receipt of such notice, the Supplier shall immediately within in 02 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for rectification of defects in the warranty period is 02 days. If the supplier having been notified fails to remedy the defects within 02 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.</p> <p>(iii) The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty may also be mentioned. The comprehensive onsite warranty will commence from the date of the satisfactory installation/commissioning of the equipment/item against the defect of any manufacturing, workmanship and poor quality of the components.</p> |
| 26 | <p><b>Governing Language</b><br/>The contract shall be written in English language. English 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 the same language.</p>   |
| 27 | <p><b>Applicable Law</b><br/>The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.</p>  |
| 28 | <p><b>Notices</b></p> <ul style="list-style-type: none"> <li>Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, FAX or e mail and confirmed in writing to the other party's address.</li> </ul> <p>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>   |
| 29 | <p><b>Taxes</b><br/>Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.</p>   |
| 30 | <p><b>Duties</b><br/>NIT Durgapur is exempted from paying custom duty and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only.</p> <p>a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)<br/>b) Forwarder details i.e. Name, Contact No., etc.<br/>NIT Durgapur is exempted from paying Excise Duty and necessary Excise Duty Exemption Certificate will be provided for which following information are required.</p> <p>b) Quotation with details of Basic Price, Rate, Tax &amp; Amount on which ED is applicable<br/>c) Supply Order Copy<br/>d) Proforma-Invoice Copy.</p>  |
| 31 | <p><b>Payment:</b><br/>100% payment shall be made by the Purchaser <b>within 6 weeks</b> after successful installation, commissioning and acceptance of the equipment/item at Department of Earth and Environmental Studies, NIT Durgapur in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee (PBG) as specified in Clause 8 of tender terms and conditions.</p>  |
| 32 | <p><b>User list:</b> Brochure detailing technical specifications and performance, list of industrial and Educational establishments where the items enquired have been supplied must be provided. (Ref. Annexure-III)</p>   |
| 33 | <p><b>Manuals and Drawings</b></p> <p>(i) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the Purchaser to operate, maintain, adjust and repair all parts of the works as stated in the specifications.<br/>(ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.<br/>(iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for</p>  |



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|    | the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.   |
| 34 | <b>Application Specialist:</b> The bidder should mention in the Techno-Commercial bid the availability and names of Application Specialist and Service Engineers in the nearest regional office. (Ref. to Annexure-III)   |
| 35 | <b>Site Preparation:</b> The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment/item, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements needed for the equipment/item, which the Institute should arrange before the arrival of the equipment/item to ensure its timely installation and smooth operation thereafter. The supplier shall visit the Institute and see the site where the equipment/item is to be installed and may offer his advice and render assistance to the Institute in the preparation of the site and other pre installation requirements.   |
| 36 | <b>Defective Equipment/item:</b> If any of the equipment/item supplied by the bidder is found to be sub- standard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment/item or its part. The prices of such equipment/item shall be refunded by the bidder with 18% interest if such payments for such equipment/item have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment/item, if found before installation and/or during warranty period, shall be replaced within 30 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, NIT Durgapur may consider “Banning” the supplier.  |
| 37 | <p><b>Termination for Default</b></p> <p>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 part:</p> <p>i. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser; or</p> <p>ii If the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>iii If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p><input type="checkbox"/> For the purpose of this Clause:</p> <p>i. “<b>Corrupt practice</b>” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>ii. “<b>Fraudulent practice</b>” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Indenter, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Indenter of the benefits of free and open competition;”</p> <p><input type="checkbox"/> In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.</p> |
| 38 | <b>Disputes and Jurisdiction:</b> Any legal disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located in Durgapur  |
| 39 | <b>Compliancy certificate:</b> This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)  |
| 40 | All other terms and conditions of <b>GFR 2017 of the Government of India</b> will be applicable.  |

## ANNEXURE-I

## COMPLIANCE SHEET

| Item                               | Quantity | Specification  |
|------------------------------------|----------|--|
| <u>SUCTION</u><br><u>LYSIMETER</u> | 01       | <ul style="list-style-type: none"><li>• Soil water sampler able to extract soil water samples from different depth. The complete set should contain 6”, 12”, 24” and 36” long samplers each with suction line, stopper, and suitable finger clamp.</li><li>• Suitable hand vacuum pump with gauge and tubing adapter for putting the tube under vacuum.</li><li>• Suction syringe</li></ul> <p><b>ACCESSORIES:</b></p> <ul style="list-style-type: none"><li>• Clean Silica Sand : 5kg packed in bag</li><li>• Coring tool: 1”dia, 1m long with handle</li></ul> |

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

**Signature of Bidder with date**

**Name:**

**Designation:**

**Organization Name:**

**Contact No. :**

**E-mail Id:**

ANNEXURE-II

<<Organization Letter Head>>

DECLARATION SHEET

We, \_\_\_\_\_ hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty.

The prices quoted in the financial bids are subsidized due to academic discount given to NIT Durgapur.

|  |   |
|--|---|
| We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years. | NAME & ADDRESS OF THE Vendor/<br>Manufacturer / Agent |
| Phone No.:   |   |
| Fax  |   |
| E-mail   |   |
| Contact Person Name  |   |
| Mobile Number  |   |
| TIN Number   |   |
| PAN Number   |   |
| (In case of payment of EMD) DD No. (For EMD) with date.<br>The bidder should submit an EMD amount through Demand Draft in favour of 'NIT DURGAPUR', payable at Durgapur, in any nationalized bank.                 |   |

**(Signature of the Tenderer with date)**

**Name:**

**Seal of the Company**

**ANNEXURE-III**

**LIST OF GOVT. ORGANIZATION/DEPTT**

| <b>List of Government Organizations for whom the Bidder has undertaken such work during last two years (must be supported with work orders)</b> |                                       |                        |             |
|---|---------------------------------------|------------------------|-------------|
| Sl. No.   | Name of the organization with address | Name of Contact Person | Contact No. |
|   |                                       |                        |             |
|   |                                       |                        |             |
|   |                                       |                        |             |

| <b>Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.</b> |                                       |                        |             |
|---|---------------------------------------|------------------------|-------------|
| Sl. No.   | Name of the organization with address | Name of Contact Person | Contact No. |
|   |                                       |                        |             |
|   |                                       |                        |             |
|   |                                       |                        |             |

**Signature of Bidder with date**

**Name:**

**Designation:**

**Organization Name:**

**Contact No. :**

**E-mail Id:**

## **SUBMISSION OF BID**

The Online bids (complete in all respect) must be uploaded online in **two** Envelops as explained below:

| <b>Envelope – 1</b> (Following documents to be provided as single PDF file) |                          |  |                   |
|---|--------------------------|--|-------------------|
| <b>Sl. No.</b>  | <b>Documents</b>         | <b>Content</b>   | <b>File Types</b> |
| 1   | <b>TECHNICAL<br/>BID</b> | Compliance Sheet as per Annexure – I   | .PDF              |
| 2   |                          | Organization Declaration Sheet as per Annexure – II  | .PDF              |
| 3   |                          | List of organizations/ clients where the same products have been supplied (in last two years) along with their Contact number(s). (Annexure-III) | .PDF              |
| 4   |                          | Technical supporting documents in support of all claims  | .PDF              |
| <b>Envelope – 2</b>   |                          |  |                   |
| <b>Sl. No.</b>  | <b>TYPES</b>             | <b>Content</b>   | <b>File Types</b> |
| 1   | <b>Financial Bid</b>     | Price bid should be submitted in .xls format   | . xls             |