NOTICE INVITING TENDER (E-PROCUREMENT MODE)

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

MAHATMA GANDHI AVENUE

DURGAPUR -713 209, WEST BENGAL, INDIA

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Contact No.: 9434789016

NOTICE INVITING TENDER NO.: NITD/MME/TRNLAB/2019/01 Date: 01.11.2019

National Institute of Technology Durgapur is in the process of purchasing following item(s) as per details as given as under.

Items	NOTICE INVITING E-TENDER FOR supply and installation of (1) Stefan Boltzmann's Apparatus (2) Thermal conductivity of Metal Rod Apparatus and (3) Vapour in
	Air Diffusion Apparatus at Department of Metallurgical & Materials Engineering, NIT Durgapur
Earnest Money Deposit to be submitted	Please refer to the Schedule page and T&C page.
(EMD)	
Installation and Commissioning	Required, Department of Metallurgical & Materials Engineering, NIT Durgapur.
Warranty	02 years comprehensive on-site
Performance security	The successful bidder must submit before release of payment a valid bank guarantee on any nationalized bank amounting 10 % of the order value towards Performance Security during the warranty period plus 60 days.
Completion/Delivery Period in Calendar Days	Within 60 days from the date of issuing Purchase Order/Work Order/Award of Contract.

Tender Documents may be downloaded from ITI Procurement Portal https://mhrd.euniwizarde.com. Aspiring Bidders who have not enrolled / registered in e-procurement should enrol / register before participating through the website https://mhrd.euniwizarde.com. Bidders are advised to go through the instructions provided at https://mhrd.euniwizarde.com. Bidders are advised to go through the instructions provided at https://mhrd.euniwizarde.com. Bidders are advised to go through the instructions provided at https://mhrd.euniwizarde.com. at the end of the tender document.

SCHEDULE

Name of Organization	National Institute of Technology Durgapur
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Goods
Type/Form of Contract (Work/Supply/	Buy
Auction/Service/Buy/Empanelment/ Sell)	2.0)
Source of Fund (Institute/Project)	Institute
Is Multi Currency Allowed	NO
Date of Issue/Publishing	01.11.2019
Document Download/Sale Start Date	01.11.2019
Date for Pre-Bid Conference	08.11.2019 (16.00 Hrs)
Bid Submission Start Date	01.11.2019
Document Download/Sale End Date	22.11.2019 (18.00Hrs)
Venue of Pre-Bid Conference	Department of Metallurgical & Materials Engineering,
venue of the Bla conference	National Institute of Technology Durgapur, Durgapur –
	713209, West Bengal, India
Last Date and Time for Uploading of Bids	22.11.2019 (18.05 Hrs)
Date and Time of Opening of Technical Bids	25.11.2019 (10.00Hrs)
Tender Fee	Rs. NIL /- (For Tender Fee)
Tender Fee	1) Stefan Boltzmann's Apparatus (Qty 01) : Rs.
	2,680/- in favour of "NIT Durgapur" payable at
EMD	Durgapur
	2) Thermal conductivity of Metal Rod Apparatus (Qty.
	- 01): Rs. 2,680/- in favour of "NIT Durgapur" payable
	at Durgapur
	3) Vapour in Air Diffusion Apparatus (Qty – 01)
	: Rs. 2,720/- in favour of "NIT Durgapur" payable at
	Durgapur
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90 days (From date of opening of price bid)
Address for Communication	Dr.Manas Kumar Mondal
	Associate Professor,
	Department of Metallurgical & Materials Engineering,
	National Institute of Technology Durgapur
	Durgapur – 713209, West Bengal, India
Contact No.	9434789016
Email Address	manaskumar.mondal@mme.nitdgp.ac.in
Limin radicos	manaskumar.mondar@mme.mugp.ac.m
ITI Helpdesk Contact No. and mail address	Helpdesk Number - 011-4960 6060
	helpdeskeuniwizarde@gmail.com
	Mr SK Tariq- 7978416916
	ewizardtariq@gmail.com
	Mr Siddharth Ghosh - 9355030604
	ewizardsiddharth@gmail.com
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NOTICE INVITING TENDER NO.: NITD/MME/TRNLAB/2019/01

Sub: NOTICE INVITINGE-TENDER FOR supply and installation of (1) Stefan Boltzmann's Apparatus (2) Thermal conductivity of Metal Rod Apparatus and (3) Vapour in Air Diffusion Apparatus at Department of Metallurgical & Materials Engineering, NIT Durgapur

Invitation for Tender Offers

National Institute of Technology Durgapur invites online Bids (Technical bid and Commercial bid) from eligible and experienced OEM (Original Equipment Manufacturer) OR OEM Authorized Dealer/agent with (warranty period as stated) on site comprehensive warranty from the date of installation of the material as per terms & conditions specified in the tender document, which is available on ITI e-procurement Portal https://mhrd.euniwizarde.com

TECHNICAL SPECIFICATIONs:

(1) Stefan Boltzmann's Apparatus (Qty-01)

Technical Details					
Sl. No.	Specification Detailed Description				
1		The Set-up is used for determining the Stefan Boltzmann constant of thermal			
		radiation. It consists of a hemisphere fixed to a Bakelite plate with jacketed outer			
		surface to heat it. Hot water to heat the hemisphere is obtained from a hot water			
		tank fixed above the hemisphere. The copper test disc is introduced at the center of			
		hemisphere. The temperatures of hemisphere and test disc are measured with the			
		help of temperature sensors. Hot water to heat the hemisphere is obtained from a			
		hot water tank fixed above the hemisphere and fitted with a heater controlled via			
		Digital Temperature Controller.			
2	Hemisphere	Diameter 200 mm (approximate) made of Copper.			
3	Test Disc Size	20 mm Diameter ×1.5 mm thickness made of Copper			
4	Water Tank	Stainless Steel 12 Ltr capacity.			
5	Heater	Nichrome wire immersion heater.			
6	Control panel comprising of	Digital Temperature Controller: PID Controller, 0 to 199.9°C (for water tank).			
		Digital Temp. Indicator : 0 to 199.9°C, with multi channel switch.			
		Temperature sensors : RTD PT-100 Type with temperature			
		transmitter and local digital display - 2 Nos.(at least) With standard make on/off			
		switch, Mains Indicator etc.			
7	One ceramic bare sensor will b	be welded on test directly. There will be no other material in between ceramic sensor			
	and test specimen to avoid any l				
8	An ENGLISH instruction manual consisting of experimental procedures, block diagram, etc. will be provided along				
	with the Apparatus.				
9	Operating/instruction manual and sample calculations are to be provided along with the tender documents				
10	Equipments has to be demonstrated at college site, results should be repeatable within ± 5% of the sample				
	calculations provided.				
11	Equipment should be upgradable for Data Logging Facility in future if required.				
12	The whole set-up is well designed and arranged on a rigid structure painted with industrial PU Paint.				
13	Warranty: 02 year comprehensive on-site				

(2) Thermal conductivity of Metal Rod Apparatus (Qty-01)

		Technical Details	
Sl. No.	Specification	Detailed Description	
1	*	The Set-up is used for determining the thermal conductivity of metals in linear and radial directions. It consists of a different metal specimen with one end heated by an electric heater while the other end projects inside the cooling water jacket. The temperature of the specimen is measured at different points. Water at a constant rate is circulated through the jacket and its flow rate and	
2	Linear heat conduction	temperature rise is noted. 3 Interchangeable Specimen: (i) Stainless Steel, dia 25 mm, length- 40 mm (iii) Copper, dia. 25 mm, length 40 mm (iii) Brass, dia. 25 mm, length 40 mm Cooling water jacket with insulating shell Temperature Sensors: RTD PT-100 type - 9 Nos	
3	Radial heat conduction	Specimen: Metal Disc, Material Brass, Dia. 110 mm, thickness 5 mm, with cooling coil at outer diameter of disc, 6 measuring temperature points along the radius. Temperature Sensors: RTD PT-100 type - 6 Nos	
4	Heater for Linear & radial Conduction	Nichrome Wire, 0-100 W	
5	Water Flow Measurement	By Measuring cylinder & Stop watch	
6	The control panel should be comprised of	Digital Temperature Controller :PID Controller, 0 to 199.9°C (for heaters). Energy meter: Digital Type for power measurement. Digital Temp. Indicator: 0 to 199.9°C, with multi channel switch. Temperature sensors: RTD PT-100 Type. MCB for overload protection, with standard make on/off switch, Mains Indicator etc.	
7	Base Plate will be made of S	Stainless Steel 304 Grade	
8	An ENGLISH instruction provided along with the App	manual consisting of experimental procedures, block diagram, etc. will be paratus.	
9	Calibration certificate of Temperature Sensors should be provided along with the equipment. Reference calibration certificate along with the tender document should be provided.		
10	Operating/instruction manual and sample calculations should be provided along with the tender documents		
11	Equipments has to be demonstrated at college site, results should be repeatable within \pm 5% of the sample calculations provided.		
12	Equipment should be upgradable for Data Logging Facility in future if required.		
13	The whole set-up is well designed and arranged on a rigid structure painted with industrial PU Paint.		
14	Warranty: 02 year comprel	nensive on-site	

(3) Vapour in Air Diffusion Apparatus (QTY – 01)

		Technical Details		
Sl. No.	Specification	cification Detailed Description		
1		Stephen tube i.e. a narrow vertical tube contains a volatile liquid (sample), can conveniently be used to study the diffusion of vapors into air. The setup consists of a glass tube placed in a water bath. A horizontal glass tube is fixed to the upper end of the tube and air is drawn through this by a small air pump included within the unit. Rotameter is fixed within to adjust the flow rate of the air. Air flows over this tube maintaining partial pressure difference. A travelling microscope with sliding vernier scale is provided to measure the level of liquid within capillary. A stirrer is fitted to maintain constant temperature inside the bath.		
2	Stephen tube	Material Borosilicate Glass		
3	Water Bath	Made up of Stainless Steel with two sides made of glass Capacity 8 Ltr and fitted with a heater and stirrer.		
4	Stirrer	Stainless Steel, Impeller and shaft coupled with FHP motor		
5	Heater	Nichrome Wire Heater.		
6	Air Circulation	By Air Pump		
7	Rotameter	Air flow meter with flow rate 5- 50 LPM		
8	Traveling Microscope	$0-150 \times 0.1$ mm resolution		
9	Control panel comprising of	Digital Temperature Controller: PID Controller, 0-199.9°C cum-Indicator (For Water Bath) With Standard make On/off switch, Mains Indicator etc. Temperature sensors: RTD PT-100 Type with temperature transmitter and local digital display		
10	Proper light arrang meniscus.	gement should be provided at the back end of the water bath for better visualization of		
11	Error of experiment 10 percent.	ntal value of the diffusivity coefficient with standard correlation) should not be greater		
12	An ENGLISH instruction manual consisting of experimental procedures, block diagram, etc.should be provided along with the Apparatus.			
13	Operating/instruction manual and sample calculations are to be provided along with the tender documents			
14	Equipments has to be demonstrated at college site, results should be repeatable within ± 5% of the sample calculations provided.			
15	Equipment should be upgradable for Data Logging Facility in future if required.			
16	The whole set-up is well designed and arranged on a rigid structure painted with industrial PU Paint.			
17	Warranty: 02 year	r comprehensive on-site		

Validity of quotation required : 90 days from the date of opening of price bid.

Delivery Period : 60 days from the date of placement of purchase order
 Payment : 100 % on commissioning on submission of PBG
 Place of Delivery : Metallurgical & Materials Engineering, NIT Durgapur
 Installation/ commissioning/ demonstration requirement: Installation and commissioning at
 Department of Metallurgical & Materials Engineering, National Institute of Technology, Durgapur

A complete set of tender documents may be downloaded by prospective bidders from the website https://mhrd.euniwizarde.com

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 or Xerox copy of EMD exemption certificate as per "Terms & Conditions Details: Serial No.-3" whichever applicable.
- 5. Warranty Period (2 Year Comprehensive on site from the date of installation).
- 6. Credentials and list of organisations with proof where the bidder supplied same items.
- 7. List of other important documents

Sl. No.	Category	Sub Category	Sub Category Description	
(i)	Certificate	GST Registration Certificate	GST IN Registration Certificate	
	Details	Partnership Deed (If applicable)	Partnership Deed	
		Permanent Account Number	Permanent Account Number	
			Details	
		Power of Attorney (If applicable)	Power of Attorney	
		Registration Certificate	The trade licence/Establishment	
			certificate	
(ii)	Purchase Order	Purchase Orders - 1	Purchase Orders from Government	
	Details		organizations for whom the Bidder	
			has undertaken such work during	
			last two years	
(iii)	Work Details	Work Completed Certificate Copies	Work Completed Certificate	
			Copies (Should be at least 40 % of	
			the total quoted amount and	
			should be of the same type of	
			supply/works)	

Terms & Conditions Details

QT 7-	Terms & Conditions Details
Sl. No.	Particulars / Specification
1	Due date : 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.
2	Preparation of Bids: The offer/bid should be submitted in two bid systems (i.e.) Technical bid
	and financial bid. 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	EMD (if applicable): The tenderer/bidder should submit an EMD amount through demand draft
	of any nationalized bank in favour of 'NIT Durgapur' payable at Durgapur. 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 validity.
	Scanned copy of EMD should be attached with the NIT Document in Pdf
	format and also send the original demand draft to the purchaser within
	seven days of opening of cover 1.
Items:-	** As the system is not allowing to enter EMD value item-wise separately, but the BoQ
10011151	is item-wise, please ignore EMD value as 2720. Please strictly follow the EMD
	schedule as given below. All the bidders are requested to submit separate EMD for
	the respective equipment only. Please mention the equipment name in the
	remarks/reference.
	1) Stefan Boltzmann's Apparatus (Qty 01) : Rs. 2,680/-
	2) Thermal conductivity of Metal Rod Apparatus (Qty 01): Rs. 2,680/-
	3) Vapour in Air Diffusion Apparatus (Qty – 01): Rs. 2,720/-
4	Refund of EMD: 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 and submission of performance/security deposit.
5	Opening of the tender : 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 the representative of bidders if available.
	Only one representative from 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	Acceptance/ Rejection of bids: The Committee reserves the right to reject any or all offers
	without assigning any reason.
7	Pre-qualification criteria:
	(i) Bidders should be the manufacturer / authorized dealer. Letter of Authorization from original
	equipment manufacturer (OEM) on the same and specific to the tender should be enclosed.
	(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)
	(iii) 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. (iv) In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself.
	(iv) 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. (v) 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.
	on ochan of another i interpat/obivi in the same tender for the same item/product.

8 Performance Security/ Performance bank Guarantee (PBG): 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 deduced from the bill/ invoice before payment is made. The same will be released on application by the supplier after the said interval (warranty period + 60 days). Force Majeure: 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. 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. 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. Risk Purchase Clause: In event of failure of supply of the item/equipment within the stipulated 10 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 Packing Instructions: Each package will be marked on three sides with proper paint/indelible ink, the following: Item Nomenclature i. ii. Order/Contract No. Country of Origin of Goods iii. Supplier's Name and Address iv. Consignee details v. Packing list reference number vi. 12 **Delivery and Documents:** Delivery of the goods should be made within a **60 days** from the date of placement of purchase order. 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:

- 1. 4 Copies of the Supplier invoice showing contract number, goods' description, quantity
- 2. Unit price, total amount;
- 3. Insurance Certificate if applicable;
- 4. Manufacturer's/Supplier's warranty certificate;
- 5. Inspection Certificate issued by the nominated inspection agency, if any
- 6. Supplier's factory inspection report; and
- 7. Certificate of Origin (if possible by the beneficiary);
- 8. Two copies of the packing list identifying the contents of each package.
- 9. 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
- **Delayed delivery:** If the delivery is not made within the due date for any reason, the Committee 13 will have the right to impose penalty @ 1% per week and the maximum deduction is 10% of the contract value / price.

Prices: The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. The offer/bid should be exclusive of taxes and duties, which will be paid by the purchaser as applicable. However the percentage of taxes & duties shall be clearly indicated. The price should be quoted without custom duty and excise duty, since NIT Durgapur is exempted from payment of Excise Duty and is eligible for concessional rate of custom duty. Necessary certificate will be issued on demand.

In case of imports, the price should be quoted on FOB/FCA origin Airport Basis only. Under special circumstances (e.g. perishable chemicals), when the item is imported on CIF, please indicate CIF charges separately up to NIT Durgapur indicating the mode of shipment. NIT Durgapur will make necessary arrangements for the clearance of imported goods at the Airport/Seaport. Hence the price should not include the above charges. At any circumstances, it is the responsibility of the foreign supplier to handover the material to our forwarder at the origin airport after completing all the inland clearing. No Ex- Works consignment will be entertained. "In case of CIF shipments, kindly provide the shipment information at least 2 days in advance before landing the shipment along with the documents i.e. invoice, packing list, forwarder Name, address, contact No. in India to save penalty/demurrage charges (imposed by Indian Customs) . Otherwise these charges will be recovered from the supplier/Indian Agent."

- a) The contract shall be for the full quantity as described above
- b) All duties, entry taxes, transport, insurance and other levies payable by the contractor under the contract shall be included in the total price F.O.R. NIT Durgapur.
- c) 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.
- d) The Prices should be quoted in Indian Rupees only.
- e) The base price includes all type of prices except GST.
- Notices: For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Dr. Manas Kumar Mondal

Associate Professor,

Department of Metallurgical & Materials Engineering National Institute of Technology, Durgapur – 713209

Supplier: (To be filled in by the supplier)

(All supplier's should submit its supplies information as per Annexure-II).

- Progress of Supply: Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:
 - 1. Quantity offered for inspection and date;
 - 2. Quantity accepted/rejected by inspecting agency and date;
 - 3. Quantity dispatched/delivered to consignees and date;
 - 4. Quantity where incidental services have been satisfactorily completed with date;
 - 5. Quantity where rectification/repair/replacement effected/completed on receipt of anycommunication from consignee/Purchaser with date;
 - 6. Date of completion of entire Contract including incidental services, if any; and
 - 7. Date of receipt of entire payments under the Contract (In case of stage-wise inspection, details required may also be specified).

Inspection and Tests: Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications attached to the purchase order. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser shall be present at the supplier's premises during such inspection and testing if need is felt. The location where the inspection is required to be conducted should be clearly indicated. The supplier shall inform the purchaser about the site preparation, if any, needed for installation of the goods at the purchaser's site at the time of submission of order acceptance.
- The acceptance test will be conducted by the Purchaser, their consultant or other such person

- nominated by the Purchaser at its option after the equipment is installed at purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation and ascertaining conformity with the ordered specifications and quality. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.
- In the event of the ordered item failing to pass the acceptance test, a period not exceeding one weeks will be given to rectify the defects and clear the acceptance test, failing which the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.
- Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.
- **Resolution of Disputes**: The dispute resolution mechanism to be applied pursuant shall be as follows:
 - 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 & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. 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 willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
 - 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.
 - The venue of the arbitration shall be the place from where the order is issued.
- 18 **Applicable Law:** Settlement of any dispute will be made under the jurisdiction of Durgapur Court.
- 19 **Right to Use Defective Goods**

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.

20 **Supplier Integrity**

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.

21 Training

The Supplier is required to provide training to the designated Purchaser's technical and end user personnel to enable them to effectively operate the equipment.

22 Installation & Demonstration

Installation and demonstration of the equipment within one month of the arrival of materials at the NIT Durgapur will carried out at the site of installation.

In case of any mis-happening/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.

23 **Insurance:** 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. In case of orders placed on FOB/FCA basis, the purchaser shall arrange Insurance. If orders placed on CIF/CIP basis, the insurance should be up to NIT DURGAPUR. **Incidental services:** The incidental services also include: 24 Furnishing of 01 set of detailed operations & maintenance manual. Arranging the shifting/moving of the item to their location installation within NITD premises at the cost of Supplier through their Indian representatives. 25 Warranty: 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. The Purchaser shall promptly notify the Supplier in writing of any claims arising under ii. this 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 correction 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. 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 against the defect of any manufacturing, workmanship and poor quality of the components. After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive iv. Maintenance Contract (CMC) up to next two years should be started. The AMC/CMC charges will not be included in computing the total cost of the equipment, and needed to be mentioned separately. 26 **Governing Language** 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. 27 Applicable Law 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. Notices 28 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. • A notice shall be effective when delivered or on the notice's effective date, whichever is later. 29 Taxes Suppliers shall be entirely responsible for all taxes, GST in respect of the transaction between the Purchaser and the Supplier, duties, license fees, octroy, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

30 **Duties**

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.

- a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)
- b) Forwarder details i.e. Name, Contact No., etc.

NIT Durgapur is exempted from paying Excise Duty and necessary Excise Duty Exemption Certificate will be provided for which following information are required.

- b) Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable
- c) Supply Order Copy
- d) Proforma-Invoice Copy.

Agency Commission: Agency commission if any will be paid to the Indian agent in Rupees on receipt of the equipment and after satisfactory installation. Agency Commission will not be paid in foreign currency under any circumstances. The details should be explicitly shown in Tender even in case of Nil commission. The tenderer should indicate the percentage of agency commission to be paid to the Indian agent.

31 **Payment**:

- (i) For imported items Payment will be made through irrevocable Letter of Credit (LC) Cash Against Documents (CAD)/Against delivery/after satisfactory installation by T.T. Letter of Credit (LC) will be established in favour of foreign Supplier after the submission of performance security. The letter of credit (LC) will be established on the exchange rates as applicable on the date of establishment. For Imports, LC will be opened for 100% FOB/CIF value. 80% of the LC amount shall be released on presentation of complete and clear shipping documents and 20% of the LC amount shall be released after the installation and demonstration of the equipment at the INST site of installation in faultless working condition for period of 60 days from the date of the satisfactory installation and subject to the production of unconditional performance bank guarantee as specified in Clause 8 of tender terms and conditions.
- (ii) For Indigenous supplies, 100% payment shall be made by the Purchaser against delivery, inspection, successful installation, commissioning and acceptance of the equipment at NIT Durgapur in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 9 of tender terms and conditions.
- (iii) Indian Agency commission (IAC), if any shall be paid after satisfactory installation & commissioning of the goods at the destination at the exchange rate prevailing on the date of negotiation of LC documents, subject to DGS&D registration for restricted items.
- (iv) All the bank charges within India will be borne by the Institute and outside India will be borne by the supplier.

100% payment shall be made by the Purchaser within 6 weeks after successful installation, commissioning and acceptance of the equipment at NIT Durgapur in good condition and to the entire satisfaction of the Purchaser and on production of unconditional performance bank guarantee as specified in Clause 8 of tender terms and conditions.

User list: 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)

33 **Manuals and Drawings**

- (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.
- (ii) The Manuals shall be in the ruling language (English) in such form and numbers as stated in the contract.
- (iii) Unless and otherwise agreed, the goods equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawing have been supplied to the Purchaser.

34 Application Specialist: 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 **Site Preparation**: The supplier shall inform to the Institute about the site preparation, if any, needed for the installation of equipment, 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, which the Institute should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter. The supplier shall visit the Institute and see the site where the equipment 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 **Spare Parts** The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: i. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and ii. In the event of termination of production of the spare parts: iii. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and iv. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. v. Vendor must ensure availability of spare parts for minimum of five years after commissioning. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order. 37 **Defective Equipment**: If any of the equipment supplied by the bidder is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the purchaser will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the bidder with 18% interest if such payments for such equipment 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, 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. 38 **Termination for Default** 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: 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 ii If the Supplier fails to perform any other obligation(s) under the Contract. 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. \Box For the purpose of this Clause: i. "Corrupt practice" 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. ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 Borrower of the benefits of free and open competition;" ☐ 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.

39	Downtime: During the warranty period not more than 5% downtime will be permissible. For everyday exceeding permissible downtime, penalty of 1/365 of the 5% FOB value will be imposed. Downtime will be counted from the date and time of the filing of complaint with in the business hours.
40	Training of Personnel: The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment for a minimum period of two days at the supplier's cost.
41	Disputes and Jurisdiction : 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
42	Compliancy certificate : This certificate must be provided indicating conformity to the technical specifications. (Annexure-I)
43	All other terms and conditions of GFR 2017 of the Government of India will be applicable.

COMPLIANCE SHEET

(1) Stefan Boltzmann's Apparatus (Qty-01)

Sl No	Brief description	Specifications	COMPLIANCE Y/N
1.	Hemisphere	Diameter 200 mm (approximate) made of Copper.	
2.	Test Disc Size	20 mm Diameter ×1.5 mm thickness made of Copper	
3.	Water Tank	Stainless Steel 12 Ltr capacity.	
4.	Heater	Nichrome wire immersion heater.	
5.	Control panel comprising of	Digital Temperature Controller: PID Controller, 0 to 199.9°C (for water tank). Digital Temp. Indicator: 0 to 199.9°C, with multi channel switch. Temperature sensors: RTD PT-100 Type with temperature transmitter and local digital display - 2 Nos.(at least) With standard	
		make on/off switch, Mains Indicator etc.	
6.	Model No of the Machine /		
	equipment		T
7.	One ceramic bare sensor will be other material in between ceramic losses.		
8.	An ENGLISH instruction manual diagram, etc. will be provided alo		
9.	Operating/instruction manual and with the tender documents		
10.	Equipment should be upgradable required.	for Data Logging Facility in future if	
11.	Equipments has to be demonstrated repeatable within \pm 5% of the same		
12.	The whole set-up is well designed with industrial PU Paint.		
		ner Terms & Conditions	
13.	Validity of quotation required :		
	Warranty: 02 year comprehens		
	Payment : 100 % on commission (Performance Bank Guarantee)	oning and on submission of PBG	

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

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Mizna	uui	171	DIU	uu	** 1 L 1 1	uau

Name:

Designation:

Organization Name:

Contact No.:

E-mail Id:

ANNEXURE-I

(2) Thermal Conductivity of Metals (01 Qty.)

Sl No	Brief description	Specifications	COMPLIANCE
		-	Y/N
1.	Linear heat conduction	3 Interchangeable Specimen: (i) Stainless Steel, dia 25 mm, length- 40 mm (iii) Copper, dia. 25 mm, length 40 mm (iii) Brass, dia. 25 mm, length 40 mm Cooling water jacket with insulating shell Temperature Sensors: RTD PT-100 type - 9 Nos	
2.	Radial heat conduction	Specimen: Metal Disc, Material Brass, Dia. 110 mm, thickness 5 mm, with cooling coil at outer diameter of disc, 6 measuring temperature points along the radius. Temperature Sensors: RTD PT-100 type - 6 Nos	
3.	Heater for Linear & radial Conduction	Nichrome Wire, 0-100 W	
4.	Water Flow Measurement	By Measuring cylinder & Stop watch	
5.	Control panel should be comprising of	Digital Temperature Controller :PID Controller, 0 to 199.9°C. (for heaters) Energy meter: Digital Type for power measurement. Digital Temp. Indicator: 0 to 199.9°C, with multi channel switch. Temperature sensors: RTD PT-100 Type. MCB for overload protection, with standard make on/off switch, Mains Indicator etc.	
6.	Model No of the Machine /		
7.	equipment Base Plate will be made of Stainless	Steel 304 Grade	
8.		nsisting of experimental procedures, block	
9.	Calibration certificate of Temperature Sensors should be provided along with the equipment. Reference calibration certificate along with the tender document should be provided.		
10.	Operating/instruction manual and sample calculations should be provided along with the tender documents		
11.	Equipments has to be demonstrated at college site, results should be repeatable within ± 5% of the sample calculations provided.		
12.	Equipment should be upgradable for Data Logging Facility in future if required.		
13.	The whole set-up is well designed and arranged on a rigid structure painted with industrial PU Paint.		
	•	her Terms & Conditions	
14.	Validity of quotation required: 90	-	
	Warranty: 02 year comprehensive Payment: 100 % on commissionin Guarantee)	on-site g and on submission of PBG (Performance Bank	

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-I

(3) Vapour in Air Diffusion Apparatus (01 Qty.)

Sl No	Brief description	Specifications	COMPLIANCE
1.	Stephen tube	Material Borosilicate Glass	Y/N
2.	Water Bath	Made up of Stainless Steel with two sides made of glass Capacity 8 Ltr and fitted with heater and stirrer.	
3.	Stirrer	Stainless Steel, Impeller and shaft coupled with FHP motor.	
4.	Heater	Nichrome Wire Heater.	
5.	Air Circulation	By Air Pump	
6.	Rotameter	Air flow meter with flow rate 5-50 LPM	
7.	Traveling Microscope	$0-150 \times 0.1$ mm resolution	
8.	Control panel comprising of	Digital Temperature Controller: PID Controller, 0-199.9°C cum-Indicator (For Water Bath) With Standard make On/off switch, Mains Indicator etc. Temperature sensors: RTD PT-100 Type with temperature transmitter and local digital display	
9.	Model No of the Machine /	usprus	
	equipment		
10.	Proper light arrangement should be provided at the back end of the water bath for better visualization of meniscus.		
11.	Error of experimental value of diffusivity coefficient with standard correlation) should not be greater 10 percent.		
12.	An ENGLISH instruction manual consisting of experimental procedures, block diagram, etc.should be provided along with the Apparatus.		
13.	Operating/instruction manual and sat the tender documents	mple calculations are to be provided along with	
14.	Equipments has to be demonstrated at college site, results should be repeatable within ± 5% of the sample calculations provided.		
15.	Equipment should be upgradable for Data Logging Facility in future if required.		
16.		nd arranged on a rigid structure painted with	
		her Terms & Conditions	
17.	Validity of quotation required: 90		
	Warranty: 02 year comprehensive		
	Payment : 100 % on commissioning Guarantee)	and on submission of PBG (Performance Bank	

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:

<<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.			
	n meets all the conditions of eligibility criteria laid. M has agreed to support on regular basis with		
The prices quoted in the financial bids are sub Durgapur.	sidized due to academic discount given to NIT		
We, further specifically certify that our organization	NAME & ADDRESS OF THE Vendor/ Manufacturer /		
has not been Black Listed/De Listed or put to any	Agent		
Holiday by any institutional Agency/ Govt.			
Department/ Public Sector Undertaking in the last			
three years.			
Phone No.:			
Fax			
E-mail			
Contact Person Name			
Mobile Number			
TIN Number			
PAN Number			
(In case of on-line payment of Tender			
Fees) UTR No. (For Tender Fee)			
(In case of payment of EMD) DD No. (For EMD)			

(Signature of the Bidder with date) Name: Seal of the Company

with date. The bidder should submit an EMD amount

through demand draft on any nationalized bank in favour of "NIT Durgapur" payable at Durgapur.

LIST OF GOVT. ORGANIZATION/DEPTT

List	List of Government Organizations for whom the Bidder has undertaken such instrument							
during last five years (must be supported with work orders & Job Completion certificate)								
Sl.	Name of the organization with address	Name of Contact Person	Contact No.					
No.								

Name	Name of application specialist / Service Engineer who have the technical competency to handle						
	and support the quoted product during the warranty period.						
S1.	Name of the organization with address	Name of Contact Person	Contact No.				
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:

Envelope – 1 (Following documents to be provided as single PDF file)				
Sl. No.	Documents	Content File 7		
1	TECHNICAL	Compliance Sheet as per Annexure – I .pdf		
2	BID	Organization Declaration Sheet as per Annexure - II .pdf		
3		List of organizations/ clients where the same products .pdf		
		have been supplied (in last two years) along with their		
		Contact number(s). (Annexure-III)		
4		Technical supporting documents in support of all claims .pdf		
Envelope – 2				
Sl. No.	TYPES	Content	File Types	
1	Financial Bid	Price bid should be submitted in .xls format	.xls	

PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal https://mhrd.euniwizarde.com

1. REGISTRATION PROCESS ON ONLINE PORTAL

- 1. Bidders to enroll on the e-Procurement module of the portal https://mhrd.euniwizarde.com by clicking on the link "Bidder Enrolment" as per portal norms.
- 2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- 5. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

2 TENDER DOCUMENTS SEARCH

- 1. Various built-in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- 2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- 3. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- 4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF / XLS / PNG, etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

4. BID SUBMISSION

- 1. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. Bidder to select the payment option as Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- 4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- 5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9. Kindly have all relevant documents in a single PDF file of compliance sheet.
- 10. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.