NOTICE INVITING TENDER (E-PROCUREMENT MODE)

राष्ट्रीयप्रौद्योगिकीसंस्थान, दुर्गापुर

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

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West Bengal, INDIA
(An Autonomous Institution of the Government of India under the Ministry of Education)
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NOTICE INVITING TENDER NO.: NITD/CE/UG/SM/SP/2020/01	**Date:** 02.11.2020

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

Items	To supply **UG Soil Mechanics and Foundation Engineering Laboratory Equipment"** at the Department of Civil Engineering, NIT Durgapur.
Earnest Money Deposit (EMD) to be submitted either in form of E-Payment/Demand Draft/ BG from any nationalized bank.	**15,000/-**
Installation/Commissioning/Training	**Required**
Warranty	Comprehensive onsite warranty for a period of minimum **12 months** from the date of installation. Replacement against manufacturing defect. Damage/defect item need to be replaced within 30 days from the date of delivery.
Performance Security(PS)/ Performance Bank Guarantee (PBG)	**EMD WILL BE CONVERTED TO PS/PBG FOR THE SUCCESSFUL BIDDER and to be released after compulsory warranty period. Refer point-8 of 'Terms and Conditions'**
Calendar Completion/Delivery Period in Days	Within 60 days from the date of issuing Purchase Order/Work Order/Award of Contract.

Tender Documents may be downloaded from ITI e-Wizard Portal of MHRD**https://mhrd.euniwizarde.com** Aspiring Bidders who have not enrolled / registered in e-Wizard should enrol/ register before participating through the website **https://mhrd.euniwizarde.com** . Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission'.

(For searching in the ITI E-wizard site, kindly go to Department Select option and select 'NIT DURGAPUR'. Thereafter, filling CAPTCHA and Click on "Search" button to view all NIT Durgapur tenders). Select the appropriate tender, fill them with all relevant information, and submit the completed tender document online on the website **https://mhrd.euniwizarde.com** 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-Wizard portal).

Tenderers can access tender documents on the NIT DURGAPUR website https://nitdgp.ac.in/tenders

SUPRIYA PAL
Digitally signed by SUPRIYA PAL
Date: 2020.11.02 12:37:01 IST

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/ Auction/Service/Buy/Empanelment/ Sell)	Buy
Source of Fund (Institute/Project)	Institute (35.05.06-Equipments and tools-Labs (UG & PG) Fund Allocation:-2020-2021)
Is Multi Currency Allowed	NO
Date of Issue/Publishing	**02/11/2020**
Document Download/Sale Start Date	**02/11/2020**
Document Download/Sale End Date	**23/11/2020**(17.00 Hrs)
Date for Pre-Bid Conference	**NA**
Venue of Pre-Bid Conference	NA
SUBMISSION	
Bid Submission Start Date and Time	**02/11/2020**
Last Date and Time for Uploading of Bids	**23/11/2020**(17.30 Hrs)
Date and Time of Opening of Technical Bids	**24/11/2020**(11.00 Hrs)
FormFee	NIL /-
EMD	15,000/-
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	60 days (from the date of opening of price bid)
Address for Communication	Dr.Supriya Pal Associate Professor Department of Civil Engineering, National Institute of Technology Durgapur, Mahatma Gandhi Avenue, Durgapur -713209, West Bengal, INDIA
Contact No.	9434788154
Email Address	supriya.pal@ce.nitdgp.ac.in
ITI Helpdesk Contact No. and mail address	Helpdesk Number - 011-4960 6060/06122520545 ewizardhelpdesk@gmail.com Mr SK Tariq- 9355030608 ewizardtariq@gmail.com Mr. Saikat Pal - 8927976198 ewizardsaikat.pal@gmail.com

PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the ITI 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 ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal **https://mhrd.euniwizarde.com**

1. REGISTRATION PROCESS ON ONLINE PORTAL

a. 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.

b. 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.

c. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, you can also send your acknowledgement copy on our help desk mail id **ewizardhelpdesk@gmail.com**for activation of your account.

d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.

e. A bidder should register only one valid DSC. 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.

f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

2. Tender Document Search

a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.

b. 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.

c. 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 '**Interested 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.

d. 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

a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.

b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
c. 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.
d. 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. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

4. Bid Submission

a. 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.
b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc., if applicable) as mentioned before submitting the bid
d. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
e. 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.
f. 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.
g. 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.
h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
i. 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.
j. Kindly have all relevant documents in a single PDF file.
k. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

5. Amendment of bid document

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. Instruction to Bidders

a. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website (**https://mhrd.euniwizarde.com**). Steps are as follows:
(Home page ⟹ Downloads ⟹ Bidder Manuals).

b. The tenders will be received online through portal https://mhrd.euniwizarde.com. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
c. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through **https://mhrd.euniwizarde.com**. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site **https://mhrd.euniwizarde.com** under the link 'DSC help'.

Tenderers are advised to follow the instructions provided in the `User Guide and FAQ' for the e-Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at **https://mhrd.euniwizarde.com**

d. The bidder has to "**Request the tender**" to portal before the "**Date for Request tender document**", to participate in bid submission.

7. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
8. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
9. No deviation to the technical and commercial terms & conditions allowed.

10. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids

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NOTICE INVITING TENDER NO.:NITD/CE/UG/SM/SP/2020/01	**Date:02/11/2020**
Sub: NOTICE INVITINGE-TENDER FOR SUPPLY OF **"UG Soil Mechanics and Foundation Engineering Laboratory Equipment"** at the Department of Civil Engineering, NIT Durgapur- UNDER NON-RECURRING HEADS OF ACCOUNTS: 35.05.06-Equipments and tools- Labs (UG &PG) Fund Allocation:-2020-2021, 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 Manufacturer) OR OEM Authorized Dealer/agent for supply of **"UG Soil Mechanics and Foundation Engineering Laboratory Equipment", installation and commissioning** with (warranty period as stated) on site comprehensive warranty from the date of installation of the equipment as per terms & conditions specified in the tender document, which is available on ITI e-procurement Portal **https://mhrd.euniwizarde.com**

TECHNICAL SPECIFICATIONs:

Specifications of UG Soil Mechanics and Foundation Engineering Laboratory Equipment			
I	**General Specifications All Equipment should be as per IS Standard**		
	Item	**Quantity**	**Specification**
	CBR Mould	04	150 mm ID (Mould and Collar) with base plate and 175 mm high. Made of Mild steel
	Proving Rings	02	Integral Type Compression Proving Ring, 10 kN - with Calibration Certificate
	Proving Rings	02	Integral Type Compression Proving Ring, 5 kN - with Calibration Certificate
	IR Digital moisture meter	04	Infrared moisture meter should be fast accurate and should operate on 220Volts AC supply. It should be completely automatic and provides nil moisture loss through entire drying cycle. Heating arrangement should consist of 250 watts heating lamp with a solid state power stat to control rate of drying and also temperature. Range 0-100% Min. Reading 0.2% Sample Weight 5-7gms

	IS Sieve Sets	01	• Standard Test Sieves: 300 mm dia, G.I. Sheet Frame Size:100mm, 80mm, 63mm, 40mm, 25mm, 20mm, 12.5mm, & Lid & Pan
	IS Sieve Sets	01	• Standard Test Sieves 200 mm dia, Spun Brass Frames Size 4.75mm, 2.36mm, 1.18mm, 600 micron, 300mic, 150mic, 75mic & lid & pan
II	**Installation and Commissioning of the equipment**		
	Installation, commissioning and demonstration would be performed within 21 days after the delivery of the item(s) by the engineer/expert at the Soil mechanics and Foundation Engineering Laboratory, Department of Civil Engineering, NIT Durgapur. Certificate must be provided after successful Installation and commissioning with an endorsement from the Head, Department of Civil Engineering, NIT Durgapur.		
III	**Training**		
	The OEM/vendor should provide onsite training on operation and maintenance. Certificate must be provided after successful training with an endorsement from the In-charge, Soil Mechanics and Foundation Engineering Laboratory, Department of Civil Engineering, NIT Durgapur.		
IV	**Warranty and service**		
	Comprehensive onsite warranty for a period of minimum **12 months** from the date of installation. Replacement against manufacturing defect. Damage/defect item need to be replaced with 30 days from the date of delivery. Necessary Certificate must be supplied.		
V	**Important notes for qualifying criterion in bidding**		
	• Vendors should provide in the technical document compliance sheet against the specification of UG Soil Mechanics and Foundation Engineering Laboratory Equipment. • One catalogue for the quoted equipment must be supplied, in the catalogue the specifications must be mentioned. • Comments like yes, agreed will be given at the time of supply, confirmed and will be completed ARE NOT ACCEPTABLE where numerical values are required to be quoted. • The equipment model being offered must be a IS standard of latest model. • Vendor must ensure the availability of spare parts for five years from the date of commissioning. • Only original equipment manufacturer or authorized suppliers/dealers should only quote. Copy of valid authorization letter should be enclosed along with the offer. • The vendor has to provide the performance certificate from the Govt. agencies to whom offered equipment supplied by the vendor (along with the contact person's name, address and phone number), broad specification of the supplied equipment& year of supply. • The bidder shall sign a declaration that he has not debarred/Blacklisted from any Govt. Organization. • The Bidder should have supplied Civil lab items to minimum 5 Govt. Organizations. • Bidder has to confirm supply of backup spares parts for a minimum period of 10 Years. • Same or higher grade equipment have been successfully installed in Institutions/Laboratories etc. During last FY (2018-19)– 'Completion cum Acknowledgement certificate' from the purchaser to be attached.		

	• Installation cum Completion certificate of values more than 3 times to the present bid value in a single tender during FY- 2017-18 and 2018-19) be furnished.

NOTE : Bidder should quote all items and the L1 will be based on the lowest total value of all the items. Failure to quote any single item will lead to rejection of bid.

Validity of quotation required: 60 days

Warranty: Comprehensive onsite warranty for a period of minimum **12 months** from the date of installation. Replacement against manufacturing defect. Damage/defect item need to be replaced with 30 days from the date of delivery.

Delivery Period: Within 60 days from the date of issuing Purchase Order/Work Order/Award of Contract.

Payment:100 % on commissioning on submission of PBG (if applicable)

Place of Delivery: Soil Mechanics and Foundation Engineering Laboratory, Department of Civil Engineering, NIT Durgapur, 713209

Installation / commissioning / demonstration requirement:Soil Mechanics and Foundation Engineering Laboratory, Department of Civil Engineering, NIT Durgapur, 713209

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 (if applicable) as per "Terms & Conditions Details: Serial No.-3" whichever applicable.**
5. **List of other important documents**

Sl. No.	Category	Sub Category	Sub Category Description
1	Certificate Details	GST Registration Certificate	GST IN 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 (20-21) is not available till last date of submission, then self-attested stamped copy of renewal receipt from concerned municipality along with last FY (19-20) 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 (2017-2019)
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	**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. No manual bids will 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**: The tenderer/bidder should submit an EMD amount through **E-Payment or Demand Draft in favour of "NIT Durgapur", payable at Durgapur or BG from any nationalized bank.** The Technical Bid without EMD would be considered as NONRESPONSIVE 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. The certificate should be valid up to bid the bid validity. **Valid NSIC/MSME certificate is to be attached as applicable for EMD Exemption.**
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.
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 representative of bidders if available. Only one representative 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) OEM should be internationally reputed Branded Company. (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. (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. (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	**Performance Security (if applicable)**: 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 (warranty period + 60 days).
9	**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.
10	**Risk Purchase Clause**: In event of failure of supply of the item/equipment within the stipulated delivery schedule (EMD will be forfeited/ Action be taken as per MSME/NSIC rules). The purchaser has all the right to take appropriate steps as per Institute's rule.
11	**Packing Instructions**: Each package will be marked on three sides with proper paint/indelible ink, the following: i. Item Nomenclature ii. Order/Contract No. iii. Country of Origin of Goods iv. Supplier's Name and Address v. Consignee details vi. Packing list reference number
12	**Delivery and Documents:** Delivery of the goods should be made within a **maximum of 60 days from the date of placement of purchase order** and the opening of LC. 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 expenses
13	**Delayed delivery:** If the delivery is not made within the due date for any reason, the Committee will have the right to impose penalty of 1% of contract value/price per week subjected to a maximum deduction of 10% of the contract value / price.
14	**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. Bid Price + Taxes are to be considered for comparison. **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/CIP, please indicate CIF/CIP 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/CIP** 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.**
15	**Notices:** For the purpose of all notices, the following shall be the address of the Purchaser and Supplier. **Purchaser:** Dr.Supriya Pal Associate Professor Department of Civil Engineering, National Institute of Technology Durgapur, Mahatma Gandhi Avenue, Durgapur -713209, West Bengal, INDIA **Supplier:** (To be filled in by the supplier) **(All suppliers should submit its supplies information as per Annexure-II).**
16	**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 any communication 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).
17	**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** Self-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 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.
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.**
24	**Incidental services:** The incidental services also include: • 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**: (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. (ii) The Purchaser shall promptly notify the Supplier in writing of any claims arising under 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. (iv) After the warranty period is over, Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) up to next five years should be started. The AMC/CMC charges will not be included in computing the total cost of the equipment.
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.
28	**Notices** • 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, duties, license fees, 12octroy, 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. GST Concession certificate (5% GST will be applicable for supply of goods at NIT) will be provided by NIT to the successful bidder along with Purchase Order.
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 after submission of PBG, 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.
32	**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. 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 committee 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: 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 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. □ 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.
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.

ANNEXURE-I

COMPLIANCE SHEET FOR SPECIFICATION OF UG SOIL MECHANICS AND FOUNDATION ENGINEERING LABORATORY EQUIPMENT

Item	Quantity	Specification
CBR Mould	04	150 mm ID (Mould and Collar) with base plate and 175 mm high. Made of Mild steel
Proving Rings	02	Integral Type Compression Proving Ring, 10 kN– with Calibration Certificate
Proving Rings	02	Integral Type Compression Proving Ring, 5 kN – with Calibration Certificate
IR Digital moisture meter	04	Infrared moisture meter should be fast accurate and should operate on 220Volts AC supply. It should be completely automatic and provides nil moisture loss through entire drying cycle. Heating arrangement should consist of 250 watts heating lamp with a solid state power stat to control rate of drying and also temperature. Range 0-100% Min. Reading 0.2% Sample Weight 5-7gms
IS Sieve Sets	01	• Standard Test Sieves: 300 mm dia, G.I. Sheet Frame Size:100mm, 80mm, 63mm, 40mm, 25mm, 20mm, 12.5mm, & Lid & Pan
IS Sieve Sets	01	• Standard Test Sieves 200 mm dia, Spun Brass Frames Size 4.75mm, 2.36mm, 1.18mm, 600 micron, 300mic, 150mic, 75mic & lid & pan

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

I/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/ Manufacturer / Agent
Phone No.:	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	
GST IN	
(In case of payment of EMD) DD No. (For EMD) with date. The bidder should submit an EMD amount through Demand Draft in favour of 'NIT DURGAPUR', payable at Durgapur, in any nationalized bank. NSIC/MSME Valid Certificate as on date of Opening	
Payment receiving details must be stated clearly (Registered Bank Account details with the copy of cancelled cheque).	

(Signature of the Tenderer with date)

Name:

Seal of the Company

ANNEXURE-III

LIST OF GOVT. ORGANIZATION/DEPTT

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

Name of application specialist / Service Engineer who have the technical competency to handle and support the quoted product during the warranty period.			
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** Folders as explained below:

Envelope – 1 (Following documents to be provided as single PDF file)			
Sl. No.	**Documents**	**Content**	**File Types**
1	**TECHNICAL BID**	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
Envelope – 2			
Sl. No.	TYPES	Content	**File Types**
1	**Financial Bid**	Price bid should be submitted in .xls format	.xls